

ORIGINAL INTERDISTRICT AGREEMENT

TSD-20-053

FIFE SCHOOL DISTRICT NO. 417

[EDUCATIONAL SERVICES – SPECIAL EDUCATION STUDENTS]

9/1/2019 – 8/31/2020

**INTERDISTRICT AGREEMENT FOR EDUCATION SERVICES
TO STUDENTS WITH DISABILITIES**

This agreement (the "Agreement") is made by and between Tacoma School District No. 10, Pierce County, Washington ("Tacoma School District"), and the Fife School District (collectively identified and referred to herein as the "Party" and/or the "Parties").

WITNESSETH:

WHEREAS, the Fife School District undertakes and is authorized under RCW Chapter 28A.155 to provide an appropriate educational program for all students with disabilities residing within its boundaries; and

WHEREAS, the Fife School District has the authority under the provisions of RCW Chapter 28A.155 to contract with other school districts for the education of students with disabilities residing within its boundaries; and

WHEREAS, Fife School District has determined that certain students with disabilities whose education presents unusual problems by reason of severity of disablement, multiplicity of disablement, or other factors, may advantageously attend and be enrolled in the special education program of the Tacoma School District during the 2019-2020 school year or may be advantageously served by Tacoma School District special education itinerant staff members; and

WHEREAS, Tacoma School District is willing to enter into this Agreement with the Fife School District to provide its special education program services to certain students with disabilities residing within the borders of Fife School District in the manner and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the promises and undertakings herein contained, the Parties hereto agree as follows:

1. The Fife School District has determined that it is unable to provide appropriate special education program(s) for certain students with disabilities in accordance with such students' Individualized Education Programs (IEP). The Tacoma School District agrees to provide such educational services, including extended school year services, to certain eligible students with disabilities as identified in those students' Individualized IEPs.
2. Tacoma School District agrees that it will commence special education program services for the 2019-2020 school year on or about September 1, 2019 and will complete the provision of such services on June 17, 2020. Any Extended School Year services provided for eligible special education students will conclude no later than August 31, 2020.
3. The Fife School District requests, and the Tacoma School District agrees to provide eligible special education services as specified in the students' IEPs.

4. The Tacoma School District will administer the special education program(s) services in accordance with the rules and regulations of WAC Chapter 392-172A and pertinent Tacoma School District policies, regulations, and practices and any other applicable laws.
5. The Fife School District agrees to retain the responsibility and cost of providing transportation to and from each child's home and that child's place of learning regardless of whether the place of learning is located within or outside the child's resident district.
6. The Tacoma School District agrees to provide the special education program services described within this Agreement, PROVIDED that, the Tacoma School District will not subsidize the special education program services provided to any students from other districts. Therefore, the Fife School District agrees to reimburse the Tacoma School District for all costs incurred in conjunction with the provision of special education program services to its special education students.

The Tacoma School District and the Fife School District will agree by separate documentation which students will be served by the Tacoma School District.

The schedule for determining the costs for the provision of special education program services for the 2019-2020 school year will be similar to that of the 2018-2019 school year but may reflect an increase in the actual cost of providing special education program services which could include but would not necessarily be limited to, salary raises based on state salary recommendations and Tacoma School District collective bargaining agreements. An estimated billing will be sent in the month of January with 75% of the estimated total bill to be due and owing within twenty (20) business days of the date of the invoice with the final billing being sent in July and due and owing within twenty (20) business days from receipt of the invoice. Final costs, during the term of the Agreement, will reflect any changes in the provision of special education program services for the student, as well as all actual costs to the district, including changes in employee costs based on the terms and conditions of employee agreements, and other personnel policies and procedures.

The Tacoma School District will submit a final invoice along with other forms setting for the costs and expenses incurred to the Fife School District on or about July 15, 2020. The Fife School District School District must remit full payment thereon within twenty business (20) days from receipt of the invoice.

7. The Tacoma School District will report all eligible students on the appropriate state and federal count reports for the purpose of crediting the special education apportionment funds to the Fife School District School District. The Tacoma School District will report on Form P-223 all students who are attending classes within its boundaries for the purpose of receiving basic education apportionment funds.
8. The Tacoma School District will provide, and retain title to, all assets used by the special education program.
9. While the Tacoma School District is providing services to the students of the Fife School District, both parties understand and agree that it is the Fife School District remains solely

responsible for ensuring that its students are receiving a free, appropriate public education. As such, the Fife School District shall be responsible for responding to and defending any and all claims brought on behalf of Fife School District resident students related to their receipt of educational services under the terms of this Agreement, regardless of forum. The Fife School District shall indemnify and defend the Tacoma School District and its employees without reservation in regard to any claim brought against the Tacoma School District on behalf of Fife School District resident students related to their receipt of educational services under the terms of this Agreement, regardless of forum. The Tacoma School District and its employees in turn will take no action that intentionally exposes the Fife School District to such claims, and the Tacoma School District agrees to make its staff available to participate in IEP and other meetings necessary to ensure procedural compliance with respect to the provision of educational services to Fife School District resident students in accordance with this Agreement.

10. With the exception of claims brought on behalf of Fife School District resident students related to their receipt of educational services under the terms of this Agreement as identified in Paragraph 9, each party to this Agreement (the "Indemnifying Party") shall indemnify and hold harmless the other party, its officials, officers, agents, employees, volunteers, and representatives from, and shall process and defend at its sole expense, any and all claims, demands, damages, suits at law or in equity, liabilities, losses, judgments, liens, expenses, and costs associated therewith (including but not limited to attorneys' fees and costs) arising out of or occasioned by the performance, acts, and/or omissions solely occasioned by that Party, its employees, agents, representatives or volunteers relative to activity and/or services provided hereunder. The Indemnifying Party's duty to indemnify the other party for liability for damages arising out of, caused by, or resulting from the concurrent negligence of each party shall apply only to the extent of negligence of the Indemnifying Party or its officials, officers, agents, employees, volunteers, and representatives. The Indemnifying Party's duty to indemnify the other party for any liabilities or losses caused by or resulting from negligence shall apply only to the extent of the fault of the Indemnifying Party, its officials, officers, agents, employees, volunteers, and representatives, except in situations where fault is not a requirement for liability, in which case indemnity will be provided to the extent the liability or loss was caused by the Indemnifying Party, its agents or employees. The duties under this section also apply to any and all claims, charges, demands, losses, liabilities, actions, lawsuits, or expenses, including, without limitation, reasonable attorney fees, arising or resulting from, related to, or connected with any unfair labor practice arising out of the performance of this Agreement. In the event of recovery due to the aforementioned circumstances, each Party shall bear the burden of any judgment or lien arising therefrom individually, including any and all costs as part thereof.
11. The Fife School District shall ensure that all students served pursuant to this Agreement have the ability to participate in any Tacoma School District sponsored extracurricular program or activity that is otherwise available to non-disabled students; provided that the student served pursuant to this Agreement meet the criteria and requirements established for participation. As such, the Fife School District shall be responsible for all additional costs arising from or related to the accommodations, modifications, and/or services identified in a student's IEP should the student elect or be selected to participate in any such Tacoma School District extracurricular programs or activities. The parties agree that no person shall, on the ground of race, creed,

color, religion, national origin, age, sex, marital status, sexual orientation, sexual identity, gender identity or expression, pregnancy, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to illegal discrimination under any activity performed pursuant to this Agreement.

12. The Tacoma School District agrees to submit progress reports and evaluations of the special education students, and the Parties mutually agree to assist each other in the research, drafting, and preparation of such reports and evaluations. The Parties further agree to assist each other in ensuring compliance with various State and Federal regulations and laws governing the provision of special education program services.
13. The term of the Agreement is one school year, from September 1, 2019 through August 31, 2020 unless otherwise terminated by: (1) the Tacoma School District pursuant to Paragraph 14; or (2) by mutual written agreement of the parties, signed by each parties' designated representative.
14. The Tacoma School District reserves the right to review the placement of any child with representatives of Fife School District if the Tacoma School District determines that it is unable to continue to provide services to any Fife School District resident under the terms of this Agreement. The Tacoma School District shall provide the Fife School District with 20 calendar days' notice of its inability to continue to serve the student, and shall work with the Fife School District to facilitate an orderly transition of the student back to the Fife School District or to another school district or non-public agency school, and will adjust any billing to the Fife School District to reflect pro rata attendance by the student at issue.
15. If federal funds are expended under this Agreement, each Party certifies that neither it nor its principals are presently debarred, declared ineligible or voluntarily excluded from participation in transactions by any federal department or agency.
16. The parties intend that an independent contractor relationship will be created by this Agreement. Each party and their employees or agents performing under this Agreement are not employees or agents of the other party. Each party will not hold himself/herself/itself out as, nor claim to be, an officer or employee of the other party by reason hereof, nor will the parties make any claim of right, privilege, or benefit which would accrue to such employee under law.
17. Neither Party shall assign any right or duty under this Agreement without the written consent of the other Party.
18. The laws of the state of Washington shall govern this Contract. Pierce County, Washington shall be the venue for any litigation arising out of this Contract.
19. This Agreement represents the entire agreement between the Parties. The Agreement may not be changed, modified, or supplemented except by a written amendment signed by the Parties.

IN WITNESS WHEREOF, the Fife School District and the Tacoma School District have executed this Agreement at Tacoma, Washington, as of the day and year aforementioned.

TACOMA SCHOOL DISTRICT NO. 10



Board President



Superintendent

Board Approval Date 5/23/19

FIFE SCHOOL DISTRICT SCHOOL DISTRICT



Board President



Superintendent

Board Approval Date 06-17-2019