

**Inter District Agreement for Educational Services
For the 2022-2023 School Year**

Between

Bellevue School District

12111 NE 1st Street, Bellevue WA 98005

425-456-4000

Fax 425-456-4176

(Hereinafter referred to as the **BSD**)

And

Edmonds School District

20420 68th Ave W.

Lynnwood, WA 98036

425-431-7213

Whereas, the Bellevue School District, hereinafter referred to as BSD, is a public-school district, where it provides among other services, special education and related services for qualified students; and

Whereas, the Edmonds School District, hereinafter referred to as ESD, is a public-school district which provides special education and related services to its qualified students; and

Whereas, BSD believes that the special education and related services offered at ESD School would be an appropriate program and placement for one or more of its resident students; and

Whereas, ESD is willing to provide special education and related services to qualified students who are residents of BSD;

In consideration of the promises and conditions contained herein, the BSD, and ESD mutually agree as follows:

Purpose

The purpose of this Inter District agreement is to provide for the delivery of special education and/or related services for BSD student[s] with a disability, where it has been determined by the student's Individualized Education Program (IEP) Team that placement in the Edmonds School District, represents the appropriate and least restrictive environment for student[s].

I. Duties of BSD

In order to fulfill its obligations under this Inter District agreement, the BSD shall perform the following specific duties:

A. Develop and/or modify the IEP for each student when the ESD and BSD representatives and parents of the student have been afforded the opportunity to be present. Draft recommendation for the IEP will be delivered to the Edmonds School District 14 days prior to the IEP meeting, or on a different schedule if agreed to by both the BSD and the ESD.

B. Provide a program, curriculum design, and appropriate resources for each contracted student to meet IEP goals.

C. Describe and provide evaluation of all learning activities. Design, develop, maintain, and produce to ESD, at a minimum, quarterly reports of student progress. Design, develop and maintain program master records for each student and provide records for each student.

D. Develop and operate a descriptive record-keeping system to monitor attendance, specify behavior standards and describe methods with which behavior problems will be dealt, including any aversive therapy methodology, which, if implemented, must be noted on the IEP.

E. Notify the ESD of the possible need for screening and evaluation of students who may need a revised IEP, or additional services.

F. Provide to BSD, upon request, written documentation of adequate facility and professional liability insurance to cover the students and services described herein, which include, but are not limited to, insurance type and limits of coverage.

G. Provide a facility for delivery of the student's educational program that meets the minimum state and local requirements for health and fire safety and which is acceptable to the ESD.

H. If student attendance record documents absences of ten (10) days or more per month notify the ESD and jointly develop a plan for improved attendance.

I. All specially designed instruction shall be provided, and/or supervised, by staff that meet and maintain Washington State certification and, when required, state licenses required for practice.

J. Fully comply with all substantive and procedural requirements and limitations otherwise imposed upon public school districts by any state or federal constitutional, statutory, or administrative code provisions respecting any action or inaction that directly or indirectly affects or could affect a student or his/her parent(s) or custodian(s), or their property.

K. Respond to reasonable requests by the ESD for any documentation.

L. Immediately notify the ESD of any complaints regarding services, conditions, or treatment of contracted students.

M. Submit vouchers for payment on a monthly basis to ESD for services and/or expenses related to each student served by BSD pursuant to this Inter District agreement.

1. The serving district (Bellevue 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 appropriate resident district. The serving 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.

2. The excess costs for serving students will determine the student's service fee. The service fees are described on the attached Fee Schedule, which will be revised for each succeeding year of the agreement.

II. Duties of the Edmonds School District

In consideration of the ESD's performance of the duties set forth herein, the BSD shall compensate and/or reimburse the expenses of the ESD as follows:

A. The ESD shall be compensated at the rates per day and/or hour which are specifically detailed in the attachment(s) to this Inter District agreement. The total cost of this Inter District agreement is the sum of the amounts designated for each individual student referenced in the attachment(s) to this Inter District agreement.

The ESD will provide the BSD with a memo of understanding acceptable to BSD, incorporated herein as an Attachment to this for each student placed and contracted which will specify the amount(s), type(s), and total costs of Special Education and related services for which the BSD will provide payment.

B. There will be no additional reimbursement for travel, per diem, or other related costs except that provided in the Attachment.

C. All payments to ESD shall be conditioned upon ESD's:

1. Submission of vouchers for payment on a monthly basis, for which have been rendered for student(s)/and/or expenses incurred for which payment is requested, **and**

D. Make payment in full to ESD within 30 days of receipt of all billings or vouchers received from ESD.

E. The BSD remains responsible for providing a free, appropriate public education for students served by ESD pursuant to this Inter District agreement. The BSD will contact the ESD 60 days prior to the expiration of a student's IEP to schedule dates for the IEP meeting and shall be responsible for all notices to parents required by federal or state regulations and statutes.

It is the responsibility of the ESD to assure that the student's IEP and program services are appropriate. The ESD agrees to on-going program observations and visitations by BSD.

In the event of a Due Process and/or Mediation Hearing, the BSD agrees to be responsible for all costs connected with Due Process and/or Mediation Hearings, including: reimbursement to the ESD for substitute release, copies of records and, outside consultant time, and attorney fees. BSD will indemnify and hold harmless the ESD for any costs associated with due process complaints against ESD for students served under this Inter District agreement, including the costs of compliance with any ruling or order issued in such case, or appeals there from.

F. It is the BSD's responsibility to provide student transportation for students attending ESD pursuant to this Inter District agreement.

III. General Provisions

A. **Applicable Law.** This contract shall be governed by the laws of the state of Washington.

B. **Assignments Prohibited.** The ESD may not assign or transfer the performance of any duty or service under this contract or any claim, right or cause of action arising under this contract, in whole or part.

C. Hold Harmless. Subject to Section II (E) above, each party to this contract shall be responsible for and hold the other harmless from claims and/or damages to persons and/or property resulting from the negligence on the part of itself, its employees, or its officers.

D. Non-Discrimination. No person shall, on the ground of race, creed, color, national origin, sex, or marital status or the presence of any sensory, mental or physical handicap, unlawfully be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed under to this contract. Non-discrimination laws applicable to the ESD and BSD which each party agrees to abide by include, but are not limited to, the federal Americans with Disabilities Act (ADA). The ESD shall notify the BSD immediately of any allegations, claims, disputes, or challenges made against it under the ADA, which arise from the activities which are the subject of this Inter District agreement.

E. Termination for Convenience, and Termination Due to Lapse or Reduction of Funding. This contract may be terminated by, and in the discretion of, the BSD at any time, without reason and without liability for damages, upon Thirty (30) days advanced written notification thereof to ESD. The notice shall specify the date of termination.

This contract shall automatically terminate, upon notice by BSD to the ESD and without liability for damages, if and when moneys anticipated by the BSD for purposes of making payments to the ESD are either not appropriated or are reduced below the anticipated level by the State Legislature, Congress, state or federal government, or any other public or private source of anticipated moneys.

In the event of termination by the BSD, the ESD shall be entitled to an equitable pro-ration of the total compensation provided for herein for uncompensated services which have been performed as of the date and time of termination, and to the reimbursement of expenses incurred as of the date and time of termination to the extent such expenses are reimbursable pursuant to the terms of this contract.

This contract may be terminated at any time without cause in the discretion of BSD or its Designee at any time and without reason and without thirty (30) days advance written notification thereof to ESD. The provisions regarding the notice contained in the first paragraph of Section M shall also apply to any notice given by BSD to the ESD.

F. Verbal Inter District Agreements. This written contract constitutes the mutual agreement of the ESD and the BSD in whole. No alteration or variation of the terms of this contract and no oral understandings or agreements not incorporated herein shall be binding

IV. Duration

This Inter District agreement shall commence on September 1, 2022 and be eligible for renewal on a yearly basis per requirements of Washington State OSPI with the sole exception of Section III, which shall continue to bind the parties, their heirs and successors.

IN WITNESS WHEREOF, BSD and ESD have executed this Inter District agreement consisting of Five (5) pages.

Bellevue School District
12111 NE 1st Street
Bellevue, WA 98005

Jeff Jorgensen
Director, Special Education
425-456-4000

Edmonds School District
20420 68th Ave W.
Lynnwood, WA 98036

Lydia Sellie
Executive Director-Business & Finance
425- 431-7015

Person authorized to bind said

Bellevue School District to the
agreement foregoing agreement

Person authorized to bind said

Edmonds School District to the foregoing

ATTACHMENT 1

Contract for Educational Services

Between

Bellevue School District

And

Edmonds School District

DATE OF ATTACHMENT: September 1, 2022

NAME OF STUDENT (S): [REDACTED]

CONTRACTED PERIOD: From: September 7, 2022 to: June 26, 2023

I. Purpose

The purpose of this attachment is to provide educational services at the ESD beginning on September 7, 2022 and continuing (for a period of 180 school days) through June 26, 2023, for [REDACTED], a resident student of the Bellevue School District, who qualifies for special education programs for students pursuant to Chapter 392-172A WAC.

II. Responsibilities of the ESD

1. The ESD will provide educational services as outlined in the contract.
2. The educational services will be provided at Edmonds School District.
3. The student will be supervised by the staff of the Edmonds School District as outlined in the contract.
4. The ESD will provide opportunity for the Bellevue School District's Director of Special Education or the Director's designee to observe, confer with staff, and otherwise monitor the program for the above-named student as provided in chapter 392-172A WAC.
5. Transportation services will be provided by the Bellevue School District that follows the Edmonds School District's school calendar and district closures due to inclement weather. Alterations to this calendar can be made with at least a 2-week notice, prior to specific dates or circumstance that may happen, please contact Special Education Director.

III. Responsibilities of the Bellevue School District

1. Prior to entering into this Inter District Agreement, the BSD will perform an appropriate review of the case information and develop objectives based upon assessment of the student. This will include, as requested by ESD, development of an addendum to the IEP.

2. This Addendum will include, but is not limited to, development of a contingency plan for the management of behavior associated with serious threat to self, others, or property.
3. The Bellevue School District's Director of Special Education or the Director's designee will observe, confer with staff, and otherwise monitor the program for the above-named student.

IV. Terms of Inter District Agreement

Charges and reimbursement under this Inter District agreement will be as follows and will be paid by the BSD on the basis of an invoice submitted by the ESD in the amount of \$10,028 per month for educational services. Charges will not be dependent upon daily attendance of the student.

1. While it is contemplated that the total financial obligation of the BSD shall be no more than \$100,280.00 for the duration of this Inter District agreement, based on the per diem amount and number of school calendar days, any additional expenses incurred by ESD solely for delivery of special education and/or related services to the student shall be an additional charge to BSD and shall be invoiced and paid in the same manner as the per diem charges; such **additional charges could include, but are not limited to costs for additional instructional assessment supports, 1:1 para support, mental health services, counseling, OT services, PT services, SLP services, etc.**
2. This Inter District Agreement may be changed, consistent with the contract, law, or service need at any time by mutual written Inter District agreement of the BSD and the ESD.
3. This Inter District Agreement may be terminated, as outlined in the contract, by either party.
4. All conditions of this Inter District agreement and services delivered under this Inter District agreement are governed by the contract, and the student's IEP.
5. In order for this Inter District Agreement to be valid, the ESD must be approved by the Washington State Board of Education, on or before and have continuous approval during this Inter District agreement in order to serve students with disabilities.

This Inter District agreement is effective on September 7, 2022 and terminates on the 26th day of June 2023 or the last day of school.

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