INTERDISTRICT AGREEMENT FOR EDUCATIONAL SERVICES TO DISABLED STUDENTS

THIS AGREEMENT is made as of the 1st day of September 2022, by and between PUYALLUP SCHOOL DISTRICT NO. 3, Pierce County, Washington and FIFE SCHOOL DISTRICT NO. 417.

WITNESSETH

WHEREAS, the FIFE SCHOOL DISTRICT is authorized by Chapter 28.155 RCW to participate in an interdistrict arrangement to secure such an appropriate educational opportunity for its' resident disabled children, and

WHEREAS, the FIFE SCHOOL DISTRICT has determined that certain disabled students listed in this agreement who education presents unusual problems by reason of severity of disability, multiplicity of disabilities, or other factors, may advantageously attend and be enrolled in the program of PUYALLUP SCHOOL DISTRICT during the school year 2022-2023 and,

WHEREAS, the PUYALLUP SCHOOL DISTRICT is willing to enter into this agreement with the FIFE SCHOOL DISTRICT, and to provide its program for certain disabled students residing with 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:

- PUYALLUP SCHOOL DISTRICT agrees that it will commence educational services on September 7, 2022 and intends to complete the school year not later than June 30, 2023.
- 2. All program staff and facilities for the cooperative shall be District, except as follows:
- The FIFE SCHOOL DISTRICT has determined that it cannot provide an appropriate
 educational program(s) for certain disabled students and the PUYALLUP SCHOOL
 DISTRICT agrees to provide such educational services to disabled students listed in this
 agreement.
- 4. The FIFE SCHOOL DISTRICT requests, and the PUYALLUP SCHOOL DISTRICT agrees that the students listed in this agreement, or as subsequently modified by agreement between the Executive Director of Special Education of the PUYALLUP SCHOOL DISTRICT and the FIFE SCHOOL DISTRICT, will be served. The students will be full-time students in the PUYALLUP SCHOOL DISTRICT while participating in the program, unless otherwise specified.
- The PUYALLUP SCHOOL DISTRICT will administer the program(s) in accordance with the rules and regulations of Chapter 28A.155 RCW, Chapter 392-172 WAC and PUYALLUP SCHOOL DISTRICT policies and practices.
- The FIFE SCHOOL DISTRICT retains responsibility for providing transportation to and from each child's home and place of learning within or without the child's resident district.

- 7. The FIFE SCHOOL DISTRICT has determined that it is less costly to send students listed in this agreement to the PUYALLUP SCHOOL DISTRICT for educational services than to initiate a similar program(s) within the FIFE SCHOOL DISTRICT.
- 8. The PUYALLUP SCHOOL DISTRICT agrees to provide the educational services described within the agreement provided that the PUYALLUP SCHOOL DISTRICT residents do not subsidize students from other districts; therefore, the FIFE SCHOOL DISTRICT, agrees to reimburse the PUYALLUP SCHOOL DISTRICT for all costs not reimbursed by the State of Washington, or by any other specific grant. The PUYALLUP SCHOOL DISTRICT will submit an invoice to the FIFE SCHOOL DISTRICT at the end of each school quarter, along with other forms setting forth the costs and expenses incurred by the FIFE SCHOOL DISTRICT. Billing computations will be based upon suggested OSPI procedures. The FIFE SCHOOL DISTRICT will remit unto the PUYALLUP SCHOOL DISTRICT within 30 days from receipt of each quarterly invoice.
- 9. The PUYALLUP SCHOOL DISTRICT will provide, and retain title to, all assets used in the program. The PUYALLUP SCHOOL DISTRICT will assume all general liabilities associated with the program. The FIFE SCHOOL DISTRICT will assume the liability to pay the PUYALLUP SCHOOL DISTRICT for each fractional or full-time equivalent student and also to assume any liability resulting from specific actions by the FIFE SCHOOL DISTRICT.
- 10. The PUYALLUP SCHOOL DISTRICT agrees to submit final reports and evaluations of the students listed in this agreement and the PUYALLUP SCHOOL DISTRICT and the FIFE SCHOOL DISTRICT agree to assist each other with such reports and evaluations.
- 11. This contract shall apply for the period from September 1, 2022 through August 31, 2023.
- 12. The FIFE SCHOOL DISTRICT will notify the PUYALLUP SCHOOL DISTRICT in writing within 20 days if the student(s) named in this agreement change district of residence and are no longer residents of FIFE SCHOOL DISTRICT.
- 13. By March 31 of each year, the resident district shall give written notification to the **PUYALLUP SCHOOL DISTRICT** the name(s) of students who will not be returning for contracted services for the next school year.

IN WITNESS WHEREOF, FIFE SCHOOL DISTRICT and the PUYALLUP SCHOOL DISTRICT have executed this agreement at Puyallup, Washington as of the day and year first above written.

PUYALLUP SCHOOL DISTRICT NO. 3	FIFE SCHOOL DISTRICT NO. 417
3.51c/h Police(u/Ly/2,2012.20:14PDI)	
Board President	Beard President
John Pélm Ir [Hay 16, 352) 562) PO11	Killy
Board Secretary	Board Secretary
May 10, 2022	5/31/22
Date	Date