INTERDISTRICT AGREEMENT FOR EDUCATIONAL SERVICES TO DISABLED STUDENTS

THIS AGREEMENT is made as of the 1st day of September 2023 by and between **PUYALLUP SCHOOL DISTRICT NO. 3,** Pierce County, Washington and **BETHEL SCHOOL DISTRICT NO. 403.**

WITNESSETH

WHEREAS, the BETHEL 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 BETHEL 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 **2023-2024** and,

WHEREAS, the PUYALLUP SCHOOL DISTRICT is willing to enter into this agreement with the **BETHEL SCHOOL DISTRICT**, and to provide its program for certain disabled students residing with the borders of **BETHEL 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. **PUYALLUP SCHOOL DISTRICT** agrees that it will commence educational services on September 6, 2023 and intends to complete the school year no later than June 30, 2024.

2. All program staff and facilities for the cooperative shall be District, except as follows:

3. The **BETHEL 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 **BETHEL 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 **BETHEL 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.

5. 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.

6. The **BETHEL 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 **BETHEL 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 **BETHEL 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 **BETHEL 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 **BETHEL SCHOOL DISTRICT** at the end of each school quarter, along with other forms setting forth the costs and expenses incurred by the **BETHEL SCHOOL DISTRICT.** Billing computations will be based upon suggested OSPI procedures. The **BETHEL 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 **BETHEL 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 **BETHEL 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 **BETHEL SCHOOL DISTRICT** agree to assist each other with such reports and evaluations.

11. This contract shall apply for the period from September 1, 2023 through August 31, 2024.

12. The **BETHEL 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 **BETHEL 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, BETHEL 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

Joseph Pohlod (May 9, 2023 07:53 PDT)

Board President

John Polen Jr (May 9, 2023 11:05 PDT)

Board Secretary

May 9, 2023

Date

BETHEL SCHOOL DISTRICT NO. 403

Brenda Boser

Board President

TG-SA

Board Secretary

6-27-23

Date

RESOLUTION NO. 160 2022-23

WHEREAS, each school district of the State of Washington is authorized by RCW.13.030 to participate in the interdistrict agreement, and secure appropriate educational opportunities for its' students with disabilities.

NOW, THEREFORE, BE IT RESOLVED that the Superintendent of Puyallup School District No. 003 be authorized to enter into an interdistrict agreement with the Auburn, Bethel, Carbonado, Clover Park, Dieringer, Eatonville, Enumclaw, Federal Way, Fife, Franklin Pierce, Kent, Orting, Sumner, Tacoma, Tahoma, University Place, and White River School Districts to provide or receive educational services for students with disabilities ages 3 through 21.

ADOPTED by majority of the Board of Directors at the meeting held on Monday, May 8, 2023.

BOARD OF DIRECTORS

PUYALLUP SCHOOL DISTRICT

ATTEST:

John Polm Jr (May 8, 2023 11:35 PDT)

Secretary of the Board

Joseph Romero (May 9, 2023 07:00 PDT)

David Berg (May 8, 2023 09:03 PDT)

Madeline Names (May 8, 2023 10:50 PDT)

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BOARD OF DIRECTORS

PUYALLUP SCHOOL DISTRICT

ATTEST:

Secretary of the Board

Revised 4.18.22