

INTERLOCAL AGREEMENT
Between
The Tahoma School District
and
The White River School District

The White River School District and the Tahoma School District hereby enter into this Interlocal District Agreement for the 2022-2023 School Year.

I. PARTIES.

- A. The White River School District (WRSD) is located at 240 North A Street in Buckley, Washington 98321.
- B. The Tahoma School District (TSD) is located at 25720 Maple Valley Black Diamond Rd SE, Maple Valley, WA 98038.

II. PURPOSE. The WRSD and the TSD are entering into an Interlocal District Agreement (Agreement) whereby the TSD will be providing educational services for Samuel Hinzmann, who would otherwise be served by the WRSD, for the 2022-2023 school year. The TSD assumes responsibility for Samuel's IEP, with the exception of the direct service delivery, which is provided on the Rainier campus by a WRSD specialized para-educator.

III. DURATION: The duration of this AGREEMENT shall commence on September 1st, 2022 and be completed by the last day of the White River School District school calendar.

IV. INDEPENDENCE: The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

V. SERVICES TO BE PERFORMED.

- A. Student: Student is a special education student who resides within the boundaries of the WRSD.
- B. Consideration. Student was placed by DDA at the Rainier program.
- C. Educational Services:

1.Placement. The TSD agrees to accept Samuel into an existing special education program, which is on the Rainier campus.

2.Individual Educational Plan (IEP):

- a. The TSD shall provide educational services as identified in the Student's IEP for the 2022-2023 school year or duration of enrollment in the WRSD. Educational services shall include the provision of any changes due to the pandemic as well as specialized para-educator time with the student at Rainier throughout the 22-23 school year.
- b. The TSD shall maintain the responsibility for scheduling and developing the Student's IEP.

3. IEP Meetings: The TSD shall agree to assume responsibility for case management and the provision of IEP services, which includes IEP Meetings.

4. Access. The option to observe Samuel is dependent on the restrictions of the Rainier State School, due to health department guidelines.

5. Records:

- a. Maintenance: The Parties agree that each shall each maintain books, records, documents, and other evidence, which sufficiently and properly reflect all direct and indirect costs, expended by either party in the performance of the services described herein.
- b. Review: These records shall be subject to inspection, review, or audit by personnel from the parties hereto, other personnel duly authorized by the parties, the Office of the State Auditor, and federal officials, so authorized by law.
- c. Retention: All books, records, documents, and other material relevant to this Agreement will be retained according to the state records retention schedule in the WRSD Business Office and TSD Business Office, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.
- d. Ownership: Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed.
- e. Availability: The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond.
- f. Security: Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.
- g. Disclosure: Provided that disclosure may occur when disclosure is required pursuant to the public disclosure provisions of Chapter 42.17 RCW. If such disclosure is requested, each party will notify the other of the request and allow the requested party sufficient time in compliance with the Public Disclosure Provisions to consult with counsel, if

appropriate, before responding to inquiry.

- h. Rights in Data: Unless otherwise provided, data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by requesting party. Data shall include, but not belimited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

6. Assignment: The services to be provided under this Agreement, and any claim arising thereunder, is not to be assigned or transferred nor is it delegable by any party in whole or in part, without the expressed prior written consent of the others, which consent shall not be unreasonably withheld.

- VI. **AGREEMENT ALTERATIONS AND AMENDMENTS** This Agreement *may* be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
- VII. **TERMINATION**. Either district may terminate its obligations under this AGREEMENT subject to the following condition: In the event either district fails to provide services or appropriate payment for services, either party may terminate its involvement with this AGREEMENT. Termination of the AGREEMENT shall be accomplished by providing to the other party thirty (30) days written notice.
- VIII. **TERMINATION FOR CAUSE**.
 - A. If for any cause, a party does not fulfill in a timely and proper manner its obligations under this Agreement, or if a party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation.
 - B. The responsible party will be given the opportunity to correct the violation or failure within 30 working days. If failure or violation is not corrected, this AGREEMENT may be terminated immediately by written notice of the aggrieved party to the other.
 - C. Either party shall have the option to terminate this AGREEMENT at any time. Termination shall be effective upon 30 (thirty) days written notice to the other party.
- IX. **WAIVER**. A failure by a party to exercise its rights under this Agreement shall not preclude that party from subsequently exercising such rights and shall not constitute a waiver of any other rights under this Agreement unless stated in writing and signed by an authorized representative of the party and attached to the original Agreement.
- X. **INDEMNIFICATION**. To the extent permitted by state law, and for the limited purposes set forth in this AGREEMENT, each party shall protect, defend, hold harmless and indemnify the other party, their officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demand, suites, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever)

arising out of or in any way resulting from such party's own negligent acts or omissions related to such party's participation and obligations under this AGREEMENT, Each party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party *only*, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW.

- XI. **COMPLETE AGREEMENT:** The Parties agree that this Agreement constitutes the complete understanding between the parties and may be modified only by a written agreement signed by all Parties.
- XII. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY.** To the best of their knowledge and belief, neither party is presently debarred, suspended, proposed for debarment or otherwise declared ineligible for the award of contracts by any Federal agency by the inclusion of the contractor or its principals as an excluded entity on the U.S. System for Award Management (SAM) Portal, at <https://www.sam.gov/porta/ISAM/The> prospective lower tier participant shall provide immediate written notice to the respective district if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances. Should the prospective lower tier participant enter into a covered transaction with another person at the next lower tier, the prospective lower tier participant agrees by accepting this agreement that it will verify that the person with whom it intends to do business is not excluded or disqualified.
- XIII. **REPRESENTATION OF PARTIES:** The Parties acknowledge that they have had the opportunity to be represented by their independent counsel of their own choosing in connection with this Agreement. The Parties further acknowledge that each party has executed this Agreement freely, knowingly, and voluntarily.
- XIV. **SEVERABILITY.** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be subject to severability.
- XV **LAWS OF THE STATE OF WASHINGTON.**
- A. This Agreement shall be interpreted and construed under the laws of the State of Washington, and the provisions of this Agreement shall be construed to conform to those laws.
 - B. In the event of an inconsistency in the terms of this AGREEMENT, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:
 - C. a) Applicable state statutes and rules. b) Statement of work c) AGREEMENT between TSD and WRSD. d) Any other provisions of the AGREEMENT, including materials incorporated by reference.

IN WITNESS WHEREOF, and consistent with action by the respective governing bodies to so

authorize, the parties have executed this AGREEMENT.

White River School District

Tahoma School District

Board President

Malia Hollowell
Board President Malia Hollowell

Board Secretary

Mike Hanson
Board Secretary Mike Hanson

Date

7/26/22
Date

ADDENDUM A

Tahoma School District
Effective Date: 9-1-2022
Para educator

RATES: Charges will be based on the actual cost of salary and benefits for the time spent by the WRSD para-educator providing services to the student, plus an indirect rate of 12%. Time will be tracked to the nearest half hour. The WRSD student calendar will be followed and the Tahoma School District will work with the WRSD Special Services Director for any adjustments.

WHITE RIVER SCHOOL DISTRICT

Signature: _____

Print Name: _____

Title: _____

Date: _____

TAHOMA SCHOOL DISTRICT

Signature: 

Print Name: Mike Hanson

Title: Superintendent

Date: 7/26/22