INTERDISTRICT AGREEMENT FOR EDUCATIONAL SERVICES TO DISABLED STUDENTS

This agreement is made as of the 8th day of July 2024 by and between *Clover Park School District Transitional Day School,* Pierce County, Washington and *Bethel School District.*

WITNESSETH:

WHEREAS, the *Bethel School District* is required by RCW 28A.155.020 to ensure that all children, with disabilities, residing within its boundaries shall have the opportunity for an appropriate education at public expense, and

WHEREAS, the *Bethel School District* is authorized by RCW 28A.155.040 to participate in an interdistrict arrangement to secure such appropriate education opportunity for its resident disabled children, and

WHEREAS, the *Bethel School District* has determined that certain disabled students whose education presents unusual problems by reason of severity of disability, hyperactivity, multiplicity of disability, or other factors, may advantageously attend and be enrolled in the program of *Clover Park School District Transitional Day School* during the school year 2024-2025, and

WHEREAS, *Clover Park School District Transitional Day School* is willing to enter into this agreement with the *Bethel School District* and to provide its program to certain disabled students residing within 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. The *Clover Park School District Transitional Day School* agrees that it will commence educational services on August 28, 2024, and intends to complete the school year on August 31, 2025.

2. All program staff and facilities for the cooperative shall be employed and situated within the boundaries of the *Clover Park School District Transitional Day School.*

3. The *Bethel School District* has determined that it cannot provide appropriate educational program(s) for certain disabled students and the *Clover Park School District Transitional Day School* agrees to provide such educational services to such disabled students including extended school year services for eligible disabled students.

4. The *Bethel School District* requests and the *Clover Park School District Transitional Day School* agree that the students will be full-time students in the *Clover Park School District Transitional Day School* while they are participating in the program unless specified otherwise.

5. The *Clover Park School District Transitional Day School* will administer the program(s) in accordance with the rules and regulations of RCW 28A.155.040 and *Clover Park School District Transitional Day School* policies and practices.

6. The *Clover Park School District Transitional Day School* only will report all pupils on form P223H for the purpose of receiving approval to conduct a disabled program and concurrent determination of the extent that program costs are approved and funded for excess cost funds.

7. The *Bethel School District* acknowledges those resident Clover Park District students shall have first claim to enrollment in the *Clover Park* program. If it becomes necessary to return a student to the home district, a reasonable amount of time shall be provided.

8. 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. The *Bethel School District* agrees to pay its share of actual costs for transportation provided by the *Clover Park School District Transitional Day School* to or from an educational program or from one place of learning to another place of learning during the school day (e.g., field trips).

9. The *Bethel School District* has determined that it is less costly to send these students to the *Clover Park School District Transitional Day School* for educational services than to initiate a similar program(s) within the *Bethel School District School District.*

10. The *Clover Park School District Transitional Day School* agrees to provide the educational services described within the agreement provided that the *Clover Park School District Transitional Day School* residents do not subsidize students from other districts; therefore, the *Bethel School District* agrees to reimburse the *Clover Park District* for all costs not reimbursed by the State of Washington, or by any other specific grant but may reflect an increase in the actual cost of providing special education program services which could include but would not limited to, salary raises based on state salary recommendations and district bargaining. An estimated billing will be sent quarterly with the total bill to be due and owing within twenty (20) business days of the date of the invoice. The final billing will be sent on or about July 15, 2025, 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.

11. The *Clover Park School District Transitional Day School* will provide, and retain title to, all assets used in the program. The *Clover Park School District Transitional Day School* will assume all general liabilities associated with the program. The *Bethel School District* will assume the liability to pay the *Clover Park School District Transitional Day School* for each full-time equivalent student and also to assume any liability resulting from specific actions by the *Bethel School District.*

12. The *Clover Park School District Transitional Day School* agrees to submit final reports and evaluations of the students and the *Clover Park School District Transitional Day School* and *Bethel School District* agree to assist each other with such reports and evaluations.

13. The *Bethel School District* acknowledges that while this agreement is for one school program year only, program development is continuous and long-range planning a requisite; that their entering into this agreement may carry implications for succeeding school years. Therefore, the *Bethel School District* agrees to announce their participation intentions for the succeeding school year not later than April 1st, 2024. While such arrangement is not binding, such notification of intent is to be considered carefully and not hereafter modified except for good cause.

14. The *Clover Park School District Transitional Day School* reserves the right to review the placement of any child with representatives of *Bethel School District* if after a reasonable trial period the program proves to be inappropriate. The review with *Bethel School District* will include, but not be limited to (1) what is inappropriate with placement, (2) possible alternative placements (including the return of the student to sending district), (3) transition date(s), and (4) adjustment to billing as a result of change.

15. Certification Regarding Debarment, Suspension and Ineligibility. If federal funds are expended under this Contract, the Contractor 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.

IN WITNESS WHEREOF, the *Bethel School District* and the *Clover Park School District Transitional Day School* have executed this agreement at Lakewood, Washington as of the day and year first above written.

BETHEL SCHOOL DISTRICT

Board President

Board Secretary

2/12/2025
Date

CLOVER PARK SCHOOL DISTRICT
TRANSITIONAL DAY SCHOOL

Alyssa Pearson
Board President

Board Secretary

8-12-24
Date