INTERDISTRICT AGREEMENT

TSD-26-078

BETHEL SCHOOL DISTRICT

[EDUCATIONAL SERVICES TO SUPPORT
STUDENTS WITH DISABILITIES]

09/01/2026 – 08/31/2027

TACOMA PUBLIC SCHOOLS
EVERY STUDENT. EVERY DAY.

INTERDISTRICT AGREEMENT No. TSD-26-078
For District Use Only

between

TACOMA SCHOOL DISTRICT NO. 10
(hereinafter referred to as District)
601 South 8th Street
P. O. Box 1357
Tacoma, WA 98401-1357

and

BETHEL SCHOOL DISTRICT
(hereinafter referred to as Bethel School District)
516 176th St E
Spanaway, WA 98387
Gretchen Herringshaw, Director of Special Services
Email: gherringsh@bethelsd.org
Ph: 253-800-2386

THIS AGREEMENT is between the Tacoma School District No. 10 (Tacoma School District), and the Bethel School District, each a political subdivision under the laws of the State of Washington, (collectively "the District(s)" or "the Parties").

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provided for interlocal cooperation between governmental agencies; and

NOW, THEREFORE, the parties agree as follows:

WHEREAS each District undertakes and is authorized under RCW Chapter 28A.155 to provide an appropriate educational program for all students with disabilities residing within its boundaries; and

WHEREAS, each District has the authority under the provisions of RCW Chapter 28A.155 to contract with other school districts for the education of students with disabilities residing within its boundaries; and

WHEREAS Bethel School District has determined that certain students with disabilities whose education, by reason of severity of disablement, multiplicity of disablement, or other factors, may advantageously attend and be enrolled in the special education program of the Tacoma School District or may be advantageously served by Tacoma School District special education itinerant staff members; and conversely,

Tacoma School District has determined that certain students with disabilities whose education, by reason of severity of disablement, multiplicity of disablement, or other factors, may

advantageously attend and be enrolled in the special education program of the Bethel School District or may be advantageously served by Bethel School District special education itinerant staff members; and

WHEREAS, each District is willing to enter into this Agreement with the other to provide its special education program services to certain students with disabilities residing within the borders of the other's 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. Should the Bethel School District (in this case a resident District) determine that it is unable to provide appropriate special education program(s) for certain students with disabilities in accordance with such students' Individualized Education Programs (IEPs), the Tacoma School District (in this case a serving District) agrees to provide such educational services, including extended school year services, to certain eligible students with disabilities as identified in those students' respective IEPs, and conversely,

   Should the Tacoma School District (in this case a resident District) determine that it is unable to provide appropriate special education program(s) for certain students with disabilities in accordance with such students' IEPs, the Bethel School District (in this case a serving District) agrees to provide such educational services, including extended school year services, to certain eligible students with disabilities as identified in those students' respective IEPs.

2. Each District agrees that it will commence special education program services at the beginning of their respective school year, on or about September 1, and will complete the provision of such services at the end of the school year, on or about June 19. Any Extended School Year services provided for eligible special education students will conclude no later than August 31st of the respective school year.

3. As each District requests of the other, each District agrees to provide eligible special education services as specified in the students' IEPs.

4. Each District will administer the special education program(s) services in accordance with the rules and regulations of WAC Chapter 392-172A and pertinent respective District policies, regulations, and practices and all other applicable laws.

5. The resident District agrees to retain the responsibility and cost of providing transportation to and from each child's home and that child's place of learning regardless of whether the place of learning is located within or outside the child's resident district.

6. The serving District agrees to provide the special education program services described within this Agreement, PROVIDED that, the serving District will not subsidize the special education program services provided to any students from other

districts. Therefore, the resident District agrees to reimburse the serving District for all costs incurred in conjunction with the provision of special education program services to its special education students covered under this Agreement.

7. The Tacoma School District and the Bethel School District will agree by separate documentation which students will be served by the other.

8. The serving District will invoice the resident District **each quarter** following a given student's attendance at the serving District's school/facility. Each invoice will include the following for each student:

    a. Student ID number,
    b. Student grade,
    c. School/Facility name,
    d. Dates in attendance,
    e. A detailed cost breakdown for services provided.

    Detailed costs will include but not be limited to:
    Any services provided beyond basic ed, resident District will be billed 100% of services beyond basic ed, including percentage of teacher in classroom (e.g. if a class has 10 students, the district will be billed 10% of that teacher's classroom time).

9. The resident District will pay the serving District within thirty (30) days of receipt of an adequate invoice. For an invoice to be considered adequate, the above noted details must be included on the provided Invoice Template (Attachment A), or a form of like value containing the same details.

10. The serving District will report all students who are attending classes within its boundaries on Form P-223 for the purpose of receiving basic education apportionment funds. The resident District will report those qualifying students under P-223H for special education funding. All excess costs associated with student services will be billed to the resident District.

11. Each District will provide, and retain title to, all assets used by their respective special education program.

12. While the serving District is providing services to the students of the resident District, each District understands and agrees that the resident District remains responsible for ensuring that its students are receiving a free, appropriate public education. As such, the resident District shall be responsible for responding to and defending any and all claims brought on behalf of resident District students related to their receipt of educational services under the terms of this Agreement, regardless of forum.

13. Each District shall indemnify and defend the other and its employees without reservation in regard to any claim brought against one on behalf of the resident student's district

related to their receipt of educational services under the terms of this Agreement, regardless of forum. Each District and its employees in turn will take no action that intentionally exposes the other District to such claims, and each District agrees to make its staff available to participate in IEP and other meetings necessary to ensure procedural compliance with respect to the provision of educational services to resident students in accordance with this Agreement.

14. With the exception of claims brought on behalf of a resident student's District related to their receipt of educational services under the terms of this Agreement as identified in Paragraph 9, each party to this Agreement (the "Indemnifying Party") shall indemnify and hold harmless the other party, its officials, officers, agents, employees, volunteers, and representatives from, and shall process and defend at its expense, any and all claims, demands, damages, suits at law or in equity, liabilities, losses, judgments, liens, expenses, and costs associated therewith (including but not limited to attorneys' fees and costs) arising out of or occasioned by the performance, acts, and/or omissions s occasioned by that Party, its employees, agents, representatives or volunteers relative to activity and/or services provided hereunder . The Indemnifying Party's duty to indemnify the other party for liability for damages arising out of, caused by, or resulting from the concurrent negligence of each party shall apply only to the extent of negligence of the Indemnifying Party or its officials, officers, agents, employees, volunteers, and representatives. The Indemnifying Party's duty to indemnify the other party for any liabilities or losses caused by or resulting from negligence shall apply only to the extent of the fault of the Indemnifying Party, its officials, officers, agents, employees, volunteers, and representatives, except in situations where fault is not a requirement for liability, in which case indemnity will be provided to the extent the liability or loss was caused by the Indemnifying Party, its agents or employees. The duties under this section also apply to any and all claims, charges, demands, losses, liabilities, actions, lawsuits, or expenses, including, without limitation, reasonable attorney fees, arising or resulting from, related to, or connected with any unfair labor practice arising out of the performance of this Agreement. In the event of recovery due to the aforementioned circumstances, each Party shall bear the burden of any judgment or lien arising therefrom individually, including any and all costs as part thereof.

15. Each District shall ensure that all students served pursuant to this Agreement have the ability to participate in any District sponsored extracurricular program or activity that is otherwise available to non-disabled students; provided that the student(s) served pursuant to this Agreement meet the criteria and requirements established for participation.

    a. As such, the resident District shall be responsible for all additional costs arising from or related to the accommodations, modifications, and/or services identified in a student's IEP should the student elect or be selected to participate in any such serving District extracurricular programs or activities.

    b. The Parties agree that no person shall, on the ground of race, creed, color, religion, national origin, age, sex, marital status, sexual orientation, sexual

identity, gender identity or expression, pregnancy, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to illegal discrimination under any activity performed pursuant to this Agreement.

16. Each District agrees to submit progress reports and evaluations of the special education students served under this Agreement, and the Parties mutually agree to assist each other in the research, drafting, and preparation of such reports and evaluations. The Parties further agree to assist each other in ensuring compliance with all applicable local, state, ad federal laws, ordinances, and regulations governing the provision of special education program services.

17. The term of the Agreement is one (1) school year from September 1, 2026, through August 31, 2027, unless otherwise terminated by: (1) either District pursuant to Paragraph 14; or (2) by mutual written agreement of the Parties, signed by each Parties' designated representative.

18. Each District reserves the right to review the placement of any child with representatives of the resident District should it be determined that the serving District is unable to continue to provide services to any resident District student under the terms of this Agreement. The serving District shall provide the resident District with twenty (20) calendar days' notice of its inability to continue to serve a student and shall work with the resident District to facilitate an orderly transition of the student back to the resident District, or to another school district or non-public agency school, and will adjust any billing to the resident District to reflect pro rata attendance by the subject student.

19. If federal funds are expended under this Agreement, each Party 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.

20. Each District agrees that it is the intent that an independent contractor relationship will be created by this Agreement. Each District and their employees or agents performing under this Agreement are not employees or agents of the other District. No representatives of either District will hold themselves out as, nor claim to be, an officer or employee of the other District by reason hereof, nor will there be any claim of right, privilege, or benefit which would accrue to such employee under law.

21. Neither District shall assign any right or duty under this Agreement without the written consent of the other District.

22. The laws of the state of Washington shall govern this Contract. Pierce County, Washington shall be the venue for any litigation that may arise out of this Agreement.

23. This Agreement represents the entire agreement between the Districts. The Agreement

may not be changed, modified, or supplemented except by a written formal amendment to this Agreement.

CONDITIONS OF COMMENCEMENT OF PERFORMANCE

The Parties to this Agreement shall not commence performance or be entitled to compensation or reimbursement for any services rendered or materials provided, prior to the occurrence of each of the following conditions: (1) this Agreement must be executed by an authorized representative of each District, and (2) this Agreement must be approved by the Tacoma School District's Board of Directors.

The Agreement becomes effective upon signature by all parties and remains in effect through August 31, 2027, unless terminated prior to this date per the conditions herein.

We the undersigned agree to the terms of the foregoing Agreement.

BETHEL SCHOOL DISTRICT	**TACOMA SCHOOL DISTRICT NO. 10**
By: Gretchen Herringshaw Gretchen Herringshaw (Jun 16, 2026 12:51:25 PDT) (signature)	By: Joshua Garcia (Jun 22, 2026 08:25:13 PDT) (signature)
Its: Director of Special Services	Its: Superintendent
Gretchen Herringshaw (print name)	Joshua J. Garcia (print name)
Who certifies that they are the party identified herein, OR a person duly qualified and authorized to sign for the party.	
Date: 06/16/2026	Date: 06/22/2026

ATTACHMENT A
INVOICE TEMPLATE

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INTERDISTRICT AGREEMENT
EDUCATIONAL SERVICES TO SUPPORT STUDENTS WITH DISABILITIES
Subject to change.

Resident District:		**Student Name:**	
Serving District:		**State SSID:**	
Reporting Period (Q1/Q2/Q3)**:**		**School:**	
Days / Weeks in Program:		**Grade:**	

SERVICES		**ACTUAL COSTS**	**NOTES**
Adaptive PE			
Audiology			
Behavior Specialist			
BIP + team mtg			
Braille Materials Prep			
CBTP Teacher # at site			
CBTP Transition Specialist			
Community Exp			
DHH Coordinator			
FBA + team mtg			
IEP Mtg			
Initial Evaluation			
Instruction			
Interpreter			
Interpreter Coordinator			
LPN			
Manifestation/MDR + team mtg			
Materials and Supplies			
OT			
Para 1:1 (actuals)			
Para CBTP			
Para-professional			
PT			
Reassessment			
RN			
Secondary Work Training			
SLP/Aural Habilitation			
Special Equipment HI M/O			
Vision Specialist			

ESY			
FM System Rental/Purchased			
After School Interpreter Hourly Rate/**Actual charge**			
Contracted Interpreter after School			
Contractor Costs (include by role)			
Subtotals of Program Costs and Actuals			
-			
% Year in Program			
Administrative Costs			
Extended Subtotals including Administrative Costs			
TOTAL:			