

**INTERDISTRICT AGREEMENT FOR EDUCATIONAL SERVICES
TO DISABLED STUDENTS**

This agreement is made as of the 1st day of September 2017, by and between *BETHEL SCHOOL DISTRICT NO. 403*, Pierce County, Washington and *EATONVILLE SCHOOL DISTRICT NO. 404*.

WITNESSETH:

WHEREAS, the *Eatonville School District* is required by RCW 28A.210.010 to ensure that all disabled children residing within its boundaries shall have the opportunity for an appropriate education at public expense, and

WHEREAS, the *Eatonville 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 *Eatonville 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 *Bethel School District* during the time specified in the completed "Enrollment Service Request". The "Enrollment Service Request" will be completed on a yearly basis.

WHEREAS, *Bethel School District* is willing to enter into this agreement with the *Eatonville School District* and to provide its program to certain disabled students residing within the borders of *Eatonville 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. All program staff and facilities for the cooperative shall be employed and situated within the boundaries of the *Bethel School District*.
2. The *Eatonville School District* has determined that it cannot provide appropriate educational program(s) for certain disabled students and the *Bethel School District* agrees to provide such educational services to disabled students subsequently identified.
3. The *Eatonville School District* requests, and the *Bethel School District* agrees that the students subsequently modified by agreement between the Executive Director of Special Services of the *Bethel School District* and the *Eatonville School District*, will be served. The students will be full-time students in *Bethel School District* while participating in the program unless specified otherwise.
4. The *Bethel School District* will administer the program(s) in accordance with the rules and regulations of RCW 28A.13.030 and *Bethel School District* policies and practices.
5. The *Bethel School District* 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 from excess cost funds.
6. The *Eatonville School District* acknowledges that resident *Bethel District* students shall have first claim to enrollment in the *Bethel* program. If it becomes necessary to return a student to the home district, a reasonable amount of time shall be provided.
7. The *Eatonville 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 *Eatonville School District* agrees to pay its share of actual costs for transportation provided by the *Bethel School District* 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).

8. The Eatonville School District has determined that it is less costly to send students to the Bethel School District for educational services than to initiate a similar program(s) within the Eatonville School District.

9. The Bethel School District agrees to provide the educational services described on the "Enrollment Service Request" provided that the Bethel School District residents do not subsidize students from other districts; therefore, the Eatonville School District agrees to reimburse the Bethel District for all costs not reimbursed by the State of Washington, or by any other specific grant. The Bethel School District will submit an invoice to the Eatonville School District on or about June 1 of each year and other forms setting forth the costs and expenses incurred by the Eatonville School District. Billing computations will be based upon suggested OSPI procedures. The Eatonville School District will remit unto the Bethel School District within 30 days from receipt of invoice.

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

11. The Bethel School District agrees to submit final reports and evaluations of the students listed on the completed "Enrollment Service Request" and the Bethel School District and Eatonville School District agree to assist each other with such reports and evaluations.


12. The Eatonville School District acknowledges that this agreement is for an extended period of time. If it becomes apparent during the year that a student would benefit from this inter-local agreement, and both districts agree upon the placement of the student, an Enrollment Service Request will be completed to document the placement.

13. This contract shall apply for the period from September 1, 2017 through August 31, 2018.

14. The Bethel School District reserves the right to review the placement of any child with representatives of Eatonville School District if after a reasonable trial period the program proves to be inappropriate. The review with Eatonville 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 dates, and (4) adjustment to billing as a result of change.

IN WITNESS WHEREOF, the Eatonville School District and the Bethel School District have executed this agreement at Spanaway, Washington as of the day and year first above written.


EATONVILLE SCHOOL NO. 404


Board President

Board Secretary

8/28/17
Date

BETHEL SCHOOL DISTRICT NO. 403


Board President

Board Secretary

27 July 2017
Date