

INTERLOCAL AGREEMENT FOR VISION SERVICES
FOR THE 2009-2010 SCHOOL YEAR

BETWEEN

TAHOMA SCHOOL DISTRICT
25720 Maple Valley-Black Diamond Road SE
Maple Valley, WA 98038
425-413-3400

(Hereinafter referred to as the Tahoma School District)

And

LAKE WASHINGTON SCHOOL DISTRICT
P.O. BOX 97039
REDMOND, WA 98073
425-702-3200

(Hereinafter referred to as LWSD)

THIS AGREEMENT is by and between the Tahoma and Lake Washington School Districts, both municipal corporations.

WHEREAS, the School Districts find that it is fiscally prudent to combine resources to employ a Vision Specialist, who would serve both School Districts.

NOW THEREFORE, under the authority of chapter 39.34 RCW the School Districts do covenant and agree as follows:

- I. PURPOSE: The Lake Washington School District and Tahoma School District wish to share the cost of employing a 1.0 FTE Vision Specialist.
- II. DURATION: This Agreement shall be in force starting September 1, 2009 through June 16, 2010. Either party may cancel this agreement with a thirty (30) day written notice.
- III. DESCRIPTION OF WORK: The Vision Specialist shall be a Lake Washington School District employee but will work under the direction and shall provide services to Tahoma School District one day per week (7 hours of service time) for the 2009-2010 school year. The specialist shall travel to the Tahoma School District to provide such services.
- IV. FINANCING: Services performed shall be for a maximum average of one day (7 hours of service time) per week at the rate of approximately \$70 per hour. Specialist shall be compensated for mileage to the work sites at Tahoma School District at the current IRS published mileage rate. Lake Washington School District shall reimburse the Vision Specialist for mileage. Lake Washington School District shall invoice Tahoma School District for services and mileage on a quarterly basis. Payment shall be made within thirty (30) days of receipt of quarterly statement.

V. TERMS AND CONDITIONS:

- a. The Vision Specialist shall be the employee of the Lake Washington School District. Lake Washington School District shall determine, in its sole discretion, whether to non-renew any contract for any given year.
- b. The Vision Specialist shall provide services to Tahoma School District as directed by the Tahoma School District staff for one day per week.
- c. The Vision Specialist shall meet all requirements for employment in a school district, including criminal back ground check, and shall possess a valid teaching certificate per RCW 28A410.025. Lake Washington School District shall be responsible for verifying this information.
- d. Tahoma School District shall defend, indemnify, and hold harmless the Lake Washington School District from all claims for damages, including attorney fees, arising out of the Vision Specialist's performance of duties at Tahoma School District.
- e. Lake Washington School District shall be responsible for evaluating the performance of the Vision Specialist. Tahoma School District shall provide input in the evaluation process if requested.
- f. Any disagreement or disputes between the School Districts arising from this Agreement shall be subject to mediation as a condition precedent to litigation. Such mediation shall be before one disinterested mediator chosen by the parties. Each School District shall be responsible for its own costs and fees. The mediator's fees and expenses shall be divided equally between the School Districts. If the parties do not resolve the dispute through mediation, either party may file for litigation in the Superior Court for King County.

FOR: Tahoma School District

Mike Maryanski
Mike Maryanski, Superintendent

7-1-09
Date

FOR: Lake Washington School District

Chip Kimball
Chip Kimball, Superintendent

June 1, 2009
Date