

**Inter District Agreement for Educational Services  
For the 2009-10 School Year**

Between

**Renton School District**

300 SW 7<sup>th</sup> Street, Renton, WA 98055

425-204-2285

Fax 425-204-2363

(Hereinafter referred to as the **RSD**)

And

**Tahoma School District**

25720 Maple Valley-Black Diamond Road SE,

Maple Valley, WA 98038

425-413-3400

Fax 425-413-3455

(Hereinafter referred to as the **Tahoma School District**)

Whereas, the Renton School District, hereinafter referred to as RSD, is a public school district which operates a school known as Renton Academy, where it provides among other services, special education and related services for qualified students; and

Whereas, the Tahoma School District, hereinafter referred to as Tahoma School District, is a public school district which provides special education and related services to its qualified students; and

Whereas, Tahoma School District believes that the special education and related services offered at Renton Academy would be an appropriate program and placement for one or more of its resident students; and

Whereas, RSD is willing to provide special education and related services to qualified students who are residents of Tahoma School District;

In consideration of the promises and conditions contained herein, the Tahoma School District, and RSD mutually agree as follows:

Purpose

The purpose of this Inter District agreement is to provide for the delivery of special education and/or related services for Tahoma School District student[s] with a disability, where it has been determined by the student's Individualized Education Program (IEP) Team that placement in the Renton School District, Renton Academy, represents the appropriate and least restrictive environment for student[s].

## **I. Duties of RSD**

In order to fulfill its obligations under this Inter District agreement, the RSD shall perform the following specific duties:

A. Develop and/or modify the IEP for each student when the Tahoma School District and RSD representatives and parents of the student have been afforded the opportunity to be present. Draft recommendation for the IEP will be delivered to the Tahoma School District 30 days prior to the IEP meeting, or on a different schedule if agreed to by both the Tahoma School District and the RSD.

B. Provide a program, curriculum design, and appropriate resources for each contracted student to meet IEP goals.

C. Describe and provide evaluation of all learning activities. Design, develop, maintain, and produce to Tahoma School District, at a minimum, quarterly reports of student progress. Design, develop and maintain program master records for each student and provide records for each student.

D. Develop and operate a descriptive record-keeping system to monitor attendance, specify behavior standards and describe methods with which behavior problems will be dealt, including any aversive therapy methodology, which, if implemented, must be noted on the IEP.

E. Notify the Tahoma School District of the possible need for screening and evaluation of students who may need a revised IEP, or additional services.

F. Provide to Tahoma School District, upon request, written documentation of adequate facility and professional liability insurance to cover the students and services described herein, which include, but are not limited to, insurance type and limits of coverage.

G. Provide a facility for delivery of the student's educational program that meets the minimum state and local requirements for health and fire safety and which is acceptable to the Tahoma School District.

H. If student attendance record documents absences of ten (10) days or more per month, notify the Tahoma School District and jointly develop a plan for improved attendance.

I. All specially designed instruction shall be provided, and/or supervised, by staff that meet and maintain Washington State certification and, when required, state licenses required for practice.

J. Fully comply with all substantive and procedural requirements and limitations otherwise imposed upon public school districts by any state or federal constitutional, statutory, or administrative code provisions respecting any action or inaction that directly or indirectly affects or could affect a student or his/her parent(s) or custodian(s), or their property.

K. Respond to reasonable requests by the Tahoma School District for any documentation.

L. Immediately notify the Tahoma School District of any complaints regarding services, conditions, or treatment of contracted students.

M. Submit vouchers for payment on a monthly basis to Tahoma School District for services and/or expenses related to each student served by RSD pursuant to this Inter District agreement.

## **II. Duties of the Tahoma School District**

In consideration of the RSD's performance of the duties set forth herein, the Tahoma School District shall compensate and/or reimburse the expenses of the RSD as follows:

A. The RSD shall be compensated at the rates per day and/or hour which are specifically detailed in the attachment(s) to this Inter District agreement. The total cost of this Inter District agreement is the sum of the amounts designated for each individual student referenced in the attachment(s) to this Inter District agreement.

The Tahoma School District will provide the RSD with a memo of understanding acceptable to RSD, incorporated herein as an Attachment to this for each student placed and contracted which will specify the amount(s), type(s), and total costs of Special Education and related services for which the Tahoma School District will provide payment.

B. There will be no additional reimbursement for travel, per diem, or other related costs except that provided in the Attachment.

C. All payments to RSD shall be conditioned upon RSD's:

1. Submission of vouchers for payment on a monthly basis, for which have been rendered for student(s)/and/or expenses incurred for which payment is requested, **and**

D. Make payment in full to RSD within 30 days of receipt of all billings or vouchers received from RSD.

E. The Tahoma School District remains responsible for providing a free, appropriate public education for students served by RSD pursuant to this Inter District agreement. The Tahoma School District will contact the RSD 60 days prior to the expiration of a student's IEP to schedule dates for the IEP meeting, and shall be responsible for all notices to parents required by federal or state regulations and statutes.

It is the responsibility of the Tahoma School District to assure that the student's IEP and program services are appropriate. The RSD agrees to on-going program observations and visitations by Tahoma School District.

In the event of a Due Process and/or Mediation Hearing, the Tahoma School District agrees to be responsible for all costs connected with Due Process and/or Mediation Hearings, including: reimbursement to the RSD for substitute release, copies of records and, outside consultant time,

and attorney fees. Tahoma School District will indemnify and hold harmless the RSD for any costs associated with due process complaints against RSD for students served under this Inter District agreement, including the costs of compliance with any ruling or order issued in such case, or appeals there from.

F. It is the Tahoma School District's responsibility to provide student transportation for students attending RSD pursuant to this Inter District agreement.

### **III. General Provisions**

A. **Applicable Law.** This contract shall be governed by the laws of the state of Washington.

B. **Assignments Prohibited.** The RSD may not assign or transfer the performance of any duty or service under this contract or any claim, right or cause of action arising under this contract, in whole or part.

C. **Hold Harmless.** Subject to Section II(E) above, each party to this contract shall be responsible for and hold the other harmless from claims and/or damages to persons and/or property resulting from the negligence on the part of itself, its employees, or its officers.

D. **Non-Discrimination.** No person shall, on the ground of race, creed, color, national origin, sex, or marital status or the presence of any sensory, mental or physical handicap, unlawfully be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed under to this contract. Non-discrimination laws applicable to the Tahoma School District and RSD which each party agrees to abide by include, but are not limited to, the federal Americans with Disabilities Act (ADA). The RSD shall notify the Tahoma School District immediately of any allegations, claims, disputes, or challenges made against it under the ADA, which arise from the activities which are the subject of this Inter District agreement.

E. **Termination For Convenience, And Termination Due To Lapse Or Reduction Of Funding.** This contract may be terminated by, and in the discretion of, the Tahoma School District at any time, without reason and without liability for damages, upon Thirty (30) days advanced written notification thereof to RSD. The notice shall specify the date of termination.

This contract shall automatically terminate, upon notice by Tahoma School District to the RSD and without liability for damages, if and when moneys anticipated by the Tahoma School District for purposes of making payments to the RSD are either not appropriated or are reduced below the anticipated level by the State Legislature, Congress, state or federal government, or any other public or private source of anticipated moneys.

In the event of termination by the Tahoma School District, the RSD shall be entitled to an equitable pro-ration of the total compensation provided for herein for uncompensated services which have been performed as of the date and time of termination, and to the reimbursement of expenses incurred as of the date and time of termination to the extent such expenses are reimbursable pursuant to the terms of this contract.

This Contract may be terminated at any time without cause in the discretion of RSD or its Designee at any time and without reason and without thirty (30) days advance written notification thereof to Tahoma School District. The provisions regarding the notice contained in the first paragraph of Section M shall also apply to any notice given by RSD to the Tahoma School District.

**F. Verbal Inter District Agreements.** This written contract constitutes the mutual agreement of the RSD and the Tahoma School District in whole. No alteration or variation of the terms of this contract and no oral understandings or agreements not incorporated herein shall be binding

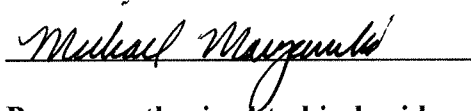
**IV. Duration**

This Inter District agreement shall commence on September 2, 2008 and be eligible for renewal on a yearly basis per requirements of Washington State OSPI with the sole exception of Section III, which shall continue to bind the parties, their heirs and successors.

IN WITNESS WHEREOF, Tahoma School District and RSD have executed this Inter District agreement consisting of Eight (8) pages, plus attachment #1, Three (3) pages.

**Tahoma School District**  
25720 Maple Valley-Black Diamond Road SE  
Maple Valley, WA 98038

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**Person authorized to bind said**  
Tahoma School District to the  
foregoing agreement

**Renton School District**  
300 SW 7<sup>th</sup> Street  
Renton, WA 98055

**Rebecca Lockhart**  
Director Special Education Services  
(425)204-2285  
(425)204-2363 fax



**Person authorized to bind said**  
Renton School District to the foregoing  
agreement

## ATTACHMENT #1

Contract for Educational Services  
Between  
**Renton School District**  
And  
**Tahoma School District**

**DATE OF ATTACHMENT:** August 5, 2009

**NAME OF STUDENT (S):** Jordan Armstrong

**CONTRACTED PERIOD:** From: September 2, 2009 To: June 22, 2010

### I. Purpose

The purpose of this attachment is to provide educational services at the RSD beginning on September 2, 2009 and continuing (for a period of 180 school days) through June 22, 2010, for **Jordan Armstrong**, a resident student of the Tahoma School District, who qualifies for special education programs for students pursuant to Chapter 392-172A WAC.

### II. Responsibilities of the RSD

1. The RSD will provide educational services as outlined in the contract
2. The educational services will be provided in the following setting:  
Renton Academy, Renton School District, 6928- 116<sup>th</sup> AVE SE, Newcastle, WA 98056
3. The student will be supervised by the staff of the Renton Academy as outlined in the contract.
4. The RSD will provide opportunity for the Tahoma School District's Director of Special Education or the Director's designee to observe, confer with staff, and otherwise monitor the program for the above-named student as provided in chapter 392-172A WAC.

### III. Responsibilities of the Tahoma School District

1. Prior to entering into this Inter District Agreement, the Tahoma School District will perform an appropriate review of the case information and develop objectives based upon assessment of the student. This will include, as requested by RSD, development of an addendum to the IEP.

2. This Addendum will include, but is not limited to, development of a contingency plan for the management of behavior associated with serious threat to self, others, or property.
3. The Tahoma School District's Director of Special Education or the Director's designee will observe, confer with staff, and otherwise monitor the program for the above-named student.

#### **IV. Terms of Inter District Agreement**

1. Charges and reimbursement under this Inter District agreement will be as follows and will be paid by the Tahoma School District on the basis of an invoice submitted by the RSD in the amount of \$390.00 per diem for Educational services. Charges will not be dependent upon attendance of the student.
2. While it is contemplated that the total financial obligation of the Tahoma School District shall be no more than \$70,200.00 for the duration of this Inter District agreement, based on the per diem amount and number of school calendar days, any additional expenses incurred by RSD solely for delivery of special education and/or related services to the student shall be an additional charge to Tahoma School District and shall be invoice and paid in the same manner as the per diem charges.; such additional charges could include, but are not limited to costs for additional instructional assessment supports, mental health services, counseling, etc.
3. This Inter District Agreement may be changed, consistent with the contract, law, or service need at any time by mutual written Inter District agreement of the Tahoma School District and the RSD.
4. This Inter District Agreement may be terminated, as outlined in the contract, by either party.
5. All conditions of this Inter District agreement and services delivered under this Inter District agreement are governed by the contract, and the student's IEP.
6. In order for this Inter District Agreement to be valid, the RSD must be approved by the Washington State Board of Education, on or before and have continuous approval during this Inter District agreement in order to serve students with disabilities.

This Inter District agreement is effective on the 2nd day of September 2009, and terminates on the 22nd day of June 2010.

**Tahoma School District**  
25720 Maple Valley-Black Diamond Road SE  
Maple Valley, WA 98038

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\_\_\_\_\_ fax

*Michael Margenau*  
**Person authorized to bind said**  
Tahoma School District to the  
foregoing agreement

**Renton School District**  
300 SW 7<sup>th</sup> Street  
Renton, WA 98055

**Rebecca Lockhart**  
Director Special Education Services  
(425)204-2285  
(425)204-2363 fax

*Rebecca Lockhart*  
**Person authorized to bind said**  
Renton School District to the foregoing  
agreement