

INTERDISTRICT AGREEMENT FOR EDUCATIONAL SERVICES TO DISABLED STUDENTS

THIS AGREEMENT is made as of the 1st day of September 2016, by and between **SUMNER SCHOOL DISTRICT NO. 320**, Pierce County, Washington and **AUBURN SCHOOL DISTRICT NO. 408**.

WITNESSETH

WHEREAS, the SUMNER SCHOOL DISTRICT is authorized by Chapter 28.155 RCW to participate in an interdistrict arrangement to secure such an appropriate educational opportunity for its' resident disabled children, and

WHEREAS, the AUBURN SCHOOL DISTRICT has determined that certain disabled students listed in this agreement who education presents unusual problems by reason of severity of disability, multiplicity of disabilities, or other factors, may advantageously attend and be enrolled in the program of **SUMNER SCHOOL DISTRICT** during the school year 2016-2017 and,

WHEREAS, the SUMNER SCHOOL DISTRICT is willing to enter into this agreement with the **AUBURN SCHOOL DISTRICT**, and to provide its program for certain disabled students residing with the borders of **SUMNER 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:

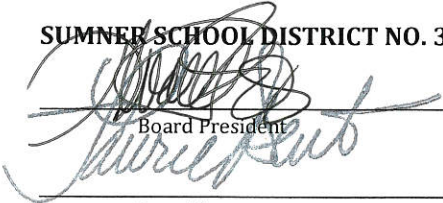

1. **SUMNER SCHOOL DISTRICT** agrees that it will commence educational services on September 7, 2016, and intends to complete the school year no later than June 30, 2017.
2. All program staff and facilities for the cooperative shall be District, except as follows:
3. The **AUBURN SCHOOL DISTRICT** has determined that it cannot provide an appropriate educational program(s) for certain disabled students and the **SUMNER SCHOOL DISTRICT** agrees to provide such educational services to disabled students.
4. The **AUBURN SCHOOL DISTRICT** requests, and the **SUMNER SCHOOL DISTRICT** agrees that students listed in the agreement, or as subsequently modified by agreement between the Executive Director of Special Education of the **SUMNER SCHOOL DISTRICT** and the **AUBURN SCHOOL DISTRICT**, will be served. The students will be full-time students in the **SUMNER SCHOOL DISTRICT** while participating in the program, unless otherwise specified.
5. The **SUMNER SCHOOL DISTRICT** will administer the program(s) in accordance with the rules and regulations of Chapter 28A.155 RCW, Chapter 392-172 WAC and **SUMNER SCHOOL DISTRICT** policies and practices.
6. The **AUBURN 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.
7. The **AUBURN SCHOOL DISTRICT** has determined that it is less costly to send student(s) listed in this agreement to **SUMNER SCHOOL DISTRICT** for educational services than to initiate a similar program(s) within the **AUBURN SCHOOL DISTRICT**.

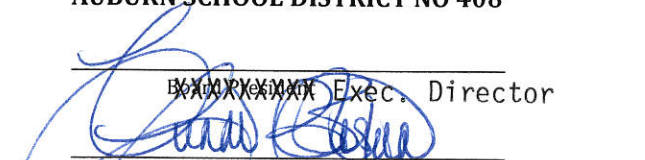

8. The **SUMNER SCHOOL DISTRICT** agrees to provide the educational services described within the agreement provided that the **SUMNER SCHOOL DISTRICT** residents do not subsidize students from other districts; therefore, the **AUBURN SCHOOL DISTRICT**, agrees to reimburse the **SUMNER SCHOOL DISTRICT** for all costs not reimbursed by the State of Washington, or by any other specific grant. The **SUMNER SCHOOL DISTRICT** will submit an invoice to the **AUBURN SCHOOL DISTRICT** at the end of each school quarter, along with other forms setting forth the costs and expenses incurred by the **AUBURN SCHOOL DISTRICT**. Billing computations will be based upon suggested OSPI procedures. The **AUBURN SCHOOL DISTRICT** will remit unto the **SUMNER SCHOOL DISTRICT** within 30 days from receipt of each quarterly invoice
9. The **SUMNER SCHOOL DISTRICT** will provide, and retain title to, all assets used in the program. The **SUMNER SCHOOL DISTRICT** will assume all general liabilities associated with the program. The **AUBURN SCHOOL DISTRICT** will assume the liability to pay the **SUMNER SCHOOL DISTRICT** for each fractional or full-time equivalent student and also to assume any liability resulting from specific actions by the **SUMNER SCHOOL DISTRICT**.
10. Designation of Responsible Parties and Resident District Responsibility for Compliance. Each party to this agreement acknowledges that Chapter 28A. 155 RCW, Chapter 392-172 WAC and Public Law 108-446 impose responsibilities on each resident district, and that those responsibilities are not extinguished by delegation, in part or in total, under this Agreement. Hence, the serving district agrees that the resident district will be provided sufficient data to enable the resident district to evaluate the extent to which its responsibilities under law and regulations are satisfied. In particular, the serving district agrees to develop and submit to the resident district final reports, IEPs, Evaluations, and other documents as appropriate for the student listed in the agreement. The serving and resident districts agree to assist each other with such reports and evaluations. The resident district agrees to designate a representative case manager to work with the serving district for each student covered in this agreement and to designate such case manager or other appropriate person to participate in the development of IEPs as required by WAC 392-172-224. The responsibilities retained by the resident districts shall include, but not be limited to, the responsibility to ensure compliance with due process, to ensure that their particular students are receiving an appropriate education, and to conduct student/parent appeals, all as required by Chapter 28A. 155 RCW and Chapter 392-172 WAC.
11. This contract shall apply for the period of September 1, 2016 through August 31, 2017.
12. The **AUBURN SCHOOL DISTRICT** will notify the **SUMNER SCHOOL DISTRICT** in writing within 20 days if the student(s) named in this agreement change district of residence and are no longer residents of the **AUBURN SCHOOL DISTRICT**.
13. By March 31 of each year, the resident district shall give written notification to the **SUMNER SCHOOL DISTRICT** the name(s) of students who will not be returning for contracted services for the next school year.

IN WITNESS WHEREOF, AUBURN SCHOOL DISTRICT and the **SUMNER SCHOOL DISTRICT** have executed this agreement at Sumner, Washington as of the day and year first above written.

SUMNER SCHOOL DISTRICT NO. 320

AUBURN SCHOOL DISTRICT NO 408


 Board President

 Board Secretary
 9/21/16
 Date


 Exec. Director

 Asst. Superintendent
 8-16-16
 Date