



Washoe County School District

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Board of Trustees: Beth Smith, President * Diane Nicolet, Vice President * Joe Rodriguez, Clerk
Jeff Church * Adam Mayberry * Colleen Westlake* Alex Woodley * Susan Enfield, Ed.D., Superintendent

INTERLOCAL CONTRACT FOR VARIANCE TRANSFERS

THIS INTERLOCAL CONTRACT (the "Agreement") made and entered into this day of January 25, 2023, for the 52022-2023 school year by and between **TAHOE-TRUCKEE UNIFIED SCHOOL DISTRICT**, hereinafter referred to as the "TTUSD", and the **WASHOE COUNTY SCHOOL DISTRICT**, hereinafter referred to as the "WCSD" or "Program," both of whom understand and agree as follows:

RECITALS

WHEREAS, WCSD and TTUSD both enroll a number of students residing within their boundaries in schools located outside of their boundaries in an adjoining state; and

WHEREAS, Nevada Revised Statute 392.010 authorizes a school district to admit pupils living in an Adjoining State upon agreement of the parties approved by the Superintendent of Public Instruction; and

WHEREAS, WCSD is a public agency empowered to contract with another public agency for the performance of any governmental service, activity, or undertaking, which these public agencies are authorized by law to perform. See, NRS 277.180: and

WHEREAS, the WCSD is able to provide educational facilities and services to pupils residing in the adjoining district; and

WHEREAS, California Education Code section 48050 authorizes a school district to send its pupils to another school district in an adjoining state upon the school district's governing board entering into an agreement with the school district in the adjoining state, subject to the terms and conditions agreed upon; and

WHEREAS, a signed application to attend school outside of district of residence has already been approved by both districts; and

WHEREAS, WCSD and TTUSD represent that it is duly qualified and able to render the services specified hereinafter; and

WHEREAS, WCSD and TTUSD desire to enter into this Agreement pursuant to the terms and conditions set forth herein,

NOW, THEREFORE, for good and valuable consideration as specified herein, WCSD and TTUSD mutually agree as follows:

1. DEFINITIONS:

- (a) District of Residence: the district in which the student lives; also known as "resident district."
- (b) District of Attendance: the district in which the student attends school; also known as the "receiving district."

2. SERVICES PROVIDED:

- (a) Regular Education Students: The District of Attendance shall provide its usual educational facilities and services, except transportation, to pupils residing in the District of Residence, for

whom it is more practical to attend school in the District of Attendance than to attend school in their District of Residence.

(b) **Special Education Students:** The Parties agree that, for the 2022-2023 school year, inclusive of 2023 ESY, WCSD and TTUSD shall **provide education and related services for pupils on an interdistrict transfer in** compliance with the Pupil's Individual Education Plan ("IEP") as defined by the Individuals with Disabilities Education Act, 20 U.S.C. §1400, et. seq. ("IDEA"), as specifically set forth in this Agreement.

- (i) The District of Residence is responsible for conducting assessments in all areas of suspected disability to determine student's needs and convening the Pupil's IEP team in accordance with the IDEA. The District of Attendance, however, will be responsible for completing any academic assessments (such as SBAC, CRT, end of course exams, etc.) Appropriate staff at both Districts shall be present and participate at all IEP meetings.
- (ii) The District of Residence will be responsible for the costs of any related services provided in the Pupil's IEP. The District of Residence shall only be responsible for transportation costs if the IEP Team placed the student at the District of Attendance and transportation is a related service in the student's IEP; otherwise, the parents of the student shall be responsible for transportation.
- (iii) The District of Attendance shall provide necessary special education teacher, general education teacher and any other related service provider participation in any of the Pupil's IEP meetings held at the Program during the term of this Agreement.
- (iv) The District of Attendance shall prepare and provide an Annual Report on the progress of the Pupil on the goals and objectives of the Pupil's IEP at the conclusion of each school year and no later than June 30 of each year. Annual reports of progress shall be provided to the District of Residence, and the parents or guardians of the Pupil, and delivered within thirty (30) days following the conclusion of the school year.
- (v) The District of Attendance shall report on students progression goals at least quarterly.
- (vi) The District of Residence shall be solely responsible for any other aspects, requirements, and/or obligations associated with the Pupil's IEP not specifically addressed herein.
- (vii) The District of Attendance and the District of Residence shall cooperate in scheduling IEP team meeting dates, times, and locations, and in determining whether personnel from the District of Attendance are necessary members of an IEP team.

- (viii) The District of Residence shall be responsible as the Local Education Agency ("LEA") for the Student and providing a Free Appropriate Public Education ("FAPE") to the Pupil, as that term is defined by the Individuals with Disabilities Education Act, 20 U.S.C. §1400, et. seq. Where the District of Residence is WCSD, Nevada law regarding the education of students with disabilities pursuant to NRS 388.440, et seq. shall also apply. Alternatively, where the District of Residence is TTUSD, California law regarding the education of students with disabilities under Education Code §§ 56000, et seq. shall apply. However, based on the Pupil's placement in the District of Attendance's facilities as set forth in this Agreement, the District of Attendance shall serve as Pupil's Case Manager during the Pupil's enrollment and participation in the services described herein, with the District of Residence acting as Co-Case Manager. Accordingly, both TTUSD and WCSD may access any and all student education records necessary in performing its duties under this Agreement.

- (ix) The books, records, documents and accounting procedures and practices of WCSD relevant to this Agreement shall be subject to inspection, examination, and audit by the State of Nevada, the NDOE, the Attorney General of the State of Nevada, or the Nevada Legislative Auditor or a duly designated agent or representative, and TTUSD.

- (x) The District of Residence agrees to indemnify, save, and hold the District of Attendance, its agents, and employees harmless from any and all claims, causes of action or liability arising from the negligence, breach of duty, or wrongful misconduct in the performance of this Agreement by the District of Residence of the agents or employees of the District of Residence. The District of Residence agrees to indemnify, defend, save, and hold the District of Attendance, its agents, and employees harmless from any and all claims, cause of action, or liability arising from the negligence, breach of duty, or wrongful misconduct in the performance of this Agreement by the District of Attendance or the agents or employees of the District of Attendance. This includes indemnification and defense for any special education complaints filed on behalf of the student attending the District of Attendance pursuant to a variance from the District of Residence naming the District of Attendance, including, but not limited to, any state complaints or due process complaints filed pursuant to NRS Chapter 388 and NAC Chapter 388, California Education Code 56501.5, complaints filed with the Office of Civil Rights, and any state or federal complaints filed alleging failure to comply with the provisions of the IDEA, NRS Chapter 388 and/or NAC Chapter 388, and California Education Code 56501.5.

- (c) The District of Residence shall compensate the District of Attendance in an amount equal to the Distributive School Account ("DSAA") allocation received by the District of Residence on behalf of the Pupil. The District of Residence shall forward the allocation to the District of Attendance within sixty (60) days after the end of each fiscal year.

- (d) The terms of this Agreement shall commence upon the date of the last signature executed below. In the event the Pupil qualifies for an extended school year ("ESY"), the services specified in this agreement, and the reimbursements to WCSD by TTUSD for those services, including any and all costs associated with the hiring of any ESY teacher(s), will continue through the term of the ESY.

3. **MISCELLANEOUS:**

- (a) This Agreement may be terminated by either party, with or without cause, upon providing the other party thirty (30) days' written notice.
- (b) If a parent, legal guardian, and/or student attending the District of Attendance pursuant to a interdistrict transfer from the District of Residence violates any of the District of Attendance's policies, regulations, or procedures, the District of Attendance may terminate this Agreement within ten (10) days written notice to the District of Residence.
- (c) The Parties agree that the employees of the District of Attendance, in performing the services herein specified, shall continue to be an employee of District of Attendance, and not an officer, agent or employee of the District of Residence.
- (d) The District of Attendance shall not assign, transfer, or delegate any rights, obligations or duties under this Agreement without the prior written consent of the District of Residence.
- (e) This instrument constitutes the entire agreement between the Parties and may be modified only by a written amendment properly executed by the Parties.

4. **PAYMENT/BILLING:**

- (a) **TTUSD'S OBLIGATIONS.** TTUSD shall pay to the WCSD the actual per pupil costs based on average daily enrollment (ADE) for each regular education student and for each special education student residing in the TTUSD and enrolled in the WCSD. Said payment shall be made within 30 days of receipt of an invoice from the WCSD. If additional educational services are required for TTUSD students and are provided by the WCSD, TTUSD shall pay for them when invoiced by the WCSD. The WCSD shall notify the Adjoining District upon enrollment of student(s) of the amounts due under this Agreement. Payment is due within thirty (30) days of said notice.
- (b) **WCSD'S OBLIGATIONS.** WCSD shall pay to TTUSD the actual per pupil costs based on ADE for each general education student and for each special education student residing in Washoe County, Nevada and enrolled in TTUSD. Said payment shall be made within 30 days of receipt of an invoice from TTUSD. If additional educational services are required for students residing in Washoe County and are provided by TTUSD, the WCSD shall pay for them when invoiced by TTUSD. TTUSD shall notify the Adjoining District upon enrollment of student(s) of the amounts due under this Agreement. Payment is due within thirty (30) days of said notice.

5. **TRANSPORTATION:**

- (a) **Regular Education Students:** The District of Attendance does not assume any responsibility or expense for the transportation of students to and from school as a result of granting an out of district transfer. Transporting students to and from school shall be the sole responsibility of the parent / guardian and they are solely responsible for any related transportation costs. The District of Residence agrees to notify Parents of this requirement upon application for the out of district transfer.

(b) **Special Education Students:** The District of Residence will provide daily, roundtrip transportation for the Pupil if indicated in their IEP and be solely responsible for all costs associated with this transportation.

6. **TERM:** This Agreement shall be for a period of one year commencing on July 1, 2023 and ending on June 30, 2024. This Agreement may be renewed on an annual basis.

7. **DEFAULT:** In the event either party breaches any provision of this Agreement, the other party may terminate this Agreement upon thirty (30) days' notice.

8. **INDEMNIFICATION:** TTUSD will defend, indemnify and hold harmless the WCSD from and against any and all liabilities, damages, costs, expenses (including any and all attorney's fees), causes of actions, suits, claims, demands or judgments of any nature whatsoever arising from (1) any negligence on the part of TTUSD or any of its agents, contractors, servants, employees, licensees or invitees and (2) any violations of this Agreement. The WCSD will defend, indemnify and hold harmless TTUSD from and against any and all liabilities, damages, costs expenses (including any and all attorney's fees), causes of action, suits, claims, demands or judgment of any nature whatsoever, up to the limits set forth in NRS, Chapter 41, arising from (1) any sole negligence on the part of the WCSD or any of its agents, contractors, servants, employees, licensees or invitees and (2) any violations of this Agreement.

9. **NOTICES:** All notices, demands, requests, consents, approvals or other communications (for the purposes of this Section collectively called "Notices") required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, postage prepaid, addressed as follows:

TO: WCSD Washoe County School District

P.O. Box 30425
425 East Ninth Street
Reno, NV 89512-3425
Attn: Dr. Susan Enfield, Superintendent

TO: TTUSD

Tahoe-Truckee Unified School District
11603 Donner Pass Road
Truckee, CA 96161
Attn: Mrs. Carmen Ghysels, Superintendent CLO

or to such other address as such party shall have specified most recently by like Notice. Notice mailed as provided herein shall be deemed given on the third business day following the date so mailed.

10. **FINAL APPROVAL:** The principal of the school where the student is seeking to enroll has the final decision to approve or deny enrollment.

11. **GOVERNING LAW/VENUE:** This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Nevada applicable to agreements made and to be performed wholly within the State of Nevada. Venue shall be in Washoe County, Nevada.

12. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings, if any, with respect hereto. This Agreement may not be modified, changed or supplemented, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in

writing or as otherwise expressly permitted herein. The parties do not intend to confer any benefit hereunder or any person or entity other than the parties hereto.

- 13. **RECITALS:** The Recitals referred to herein and attached hereto are an integral part of this Agreement and are incorporated herein by this reference.
- 14. **FURTHER ASSURANCES:** The WCSD and the Adjoining District agree to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require consummating this Agreement or any other agreement contained herein in the manner contemplated hereby.
- 15. **SUCCESSORS AND ASSIGNS; ASSIGNMENT:** This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and to their respective successors. Any attempt to transfer, convey or assign this Agreement shall be null and void, and shall result in termination of this Agreement.
- 16. **DATE OF AGREEMENT:** The effective date of this Agreement shall be the date of execution of the Superintendent of Public Instruction.

IN WITNESS WHEREOF, the WCSD and the TTUSD have duly executed this Agreement as of the date and year indicated herein below.

WASHOE COUNTY SCHOOL DISTRICT

ATTEST:


By _____
Dr. Susan Enfield, Superintendent

Witness Signature

Date _____

TAHOE TRUCKEE JOINT UNIFIED SCHOOL DISTRICT

ATTEST:

By 
Mrs. Carmen Ghysels, Superintendent CLO


Witness Signature

Date April 11, 2023

APPROVED:

NEVADA STATE DEPARTMENT OF EDUCATION

Date _____

By _____
Jhone Ebert,
Superintendent of Public Instruction