

INTERLOCAL COOPERATIVE AGREEMENT

This **Interlocal Cooperative Agreement** (this “**Agreement**”) is dated 11/21/2024, by and between EDMONDS SCHOOL DISTRICT NO. 15 , a Washington quasi-municipal corporation whose address is 20420 68th Avenue West, Lynnwood, WA 98036 (the “**Enrolled School District**”), and Olympic Educational Service District No. 114, a Washington quasi-municipal corporation whose address is 105 National Avenue North, Bremerton, Washington 98312 (the “**ESD**”, and together with the Enrolled School District, the “**Parties**,” and each, a “**Party**”).

WHEREAS, the ESD is an educational service district organized under Chapter 28A.310 RCW and authorized by state statute to provide cooperative and informational services to local school districts, including the establishment of direct student service programs including pupil transportation under RCW 28A.310.180(4);

WHEREAS, Chapter 39.34 RCW, RCW 28A.310.180, RCW 28A.310.010 and RCW 28A.310.340, authorize the school districts and educational service districts to join together to engage in various activities, including having the educational service districts provide cooperative specialized learning services

WHEREAS, the Enrolled School District is responsible for providing special education and related services to eligible students with disabilities enrolled therein pursuant to the federal Individuals with Disabilities Education Act (“**IDEA**”), 20 U.S.C. § 1400 *et seq.*, the federal IDEA implementing regulations promulgated by the U.S. Department of Education, 34 C.F.R. Part 300, and regulations promulgated by the Washington State Office of Superintendent of Public Instruction (“**OSPI**”), Chapter 392-172A WAC;

WHEREAS, the ESD has partnered with Chancelight (“**Chancelight Education Centers**”) to provide instruction for school-age students with disabilities who require intensive academic, behavioral, communication, and therapeutic services (the “**Program**”), and the focus is to use those services in order to move students toward increased levels of independence; and

WHEREAS, the Enrolled School District wishes to contract with the ESD as set forth herein to obtain access to the Program to furnish special education services to [REDACTED] (“**Student**”).

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the Enrolled School District and the ESD agree as follows:

Section 1. Scope of Services Provided.

The ESD will furnish the personnel, equipment, materials, facilities, and other resources needed to offer the Program and comply with Student’s IEP, except as specifically identified in this Agreement as responsibilities of the Enrolled School District. The Program will be offered for 180 school days per school year according to a calendar published by the ESD in advance of September 1 of a given school year, plus up to 20 days for extended school year (“**ESY**”) services.

The Student will remain enrolled in the Enrolled School District for purposes of reporting enrollment and receiving state funding.

The parties expressly acknowledge and agree that the ESD intends to and may assign some or all of its rights and responsibilities under this Agreement to subcontractors including, without limitation, Chancelight Education Centers.

The Enrolled School District retains full responsibility for compliance with all state and federal laws and for ensuring that the Student is provided a free and appropriate public education (“FAPE”); however, the ESD will comply with all relevant state and federal laws that are applicable to the Enrolled School District in the administration of the Program. The Student will retain all rights of a student eligible for special education services who is served within the Enrolled School District.

1.1 Student Placement. Prior to Student’s placement in the Program, the Enrolled School District will conduct an IEP team meeting to discuss the proposed placement. The invitees to the IEP team meeting will include Student’s parents/guardians, an ESD representative and the Student (if the Enrolled School District and parents/guardians determine appropriate), in addition to other invitees determined by the Enrolled School District or the parents/guardians. The Student’s enrollment in the Program is voluntary on the part of the Student and parents/guardians.

1.2 Responsibility for IEP. The Enrolled School District will be responsible for creating and revising the Student’s IEP throughout the Student’s participation in the Program in accordance with all applicable federal and state requirements including, but not limited to, Chapter 392-172A WAC. The Enrolled School District will cooperate with representatives of the ESD and/or Chancelight Education Centers in drafting and revising the IEP. The Student’s IEP will specify a separate public or private day school as the placement. Program staff will also provide suggested IEP goals quarterly or upon the frequency indicated in the IEP.

1.3 IEP Documentation. The Enrolled School District will maintain the official special education compliance file for the Student. Upon the Student’s referral to or placement in the Program, the Enrolled School District will provide the ESD a copy of the Student’s current, updated IEP and relevant portions of the compliance and cumulative files. While the Student is participating in the Program, the Enrolled School District will also provide to the ESD a copy of each evaluation, IEP, or IEP amendment that becomes effective for the Student.

1.4 IEP Team Meetings. The ESD or its subcontractor(s) will coordinate IEP team meetings, annually or as requested by the parents/guardians, Program staff, the ESD, or the Enrolled School District; provided, however, that the Enrolled School District will cooperate in scheduling such IEP team meetings, make its personnel necessary for legally compliant IEP team meetings available to participate, and remain ultimately responsible for ensuring that all applicable federal and state requirements for IEP team meetings are satisfied in accordance with WAC 392-172A-04085(4). Representatives of the ESD and Chancelight Education Centers will participate in the Student’s IEP team meetings when necessary to have a legally compliant IEP team meeting or as otherwise reasonably requested by the Enrolled School District.

1.5 Modifications to IEP. Program staff may request an IEP, behavioral modification, and/or manifestation determination meeting when they believe that the IEP requires a discussion or a change to meet the Student’s needs. Such changes may include, but are not limited to, changes in services, modifications, or accommodations.

If Program staff have concerns about the appropriateness of the Student’s placement in the Program, they will request an IEP team meeting, to include representatives of the ESD and

Chancelight Education Centers, to review the concerns. The ESD or its subcontractor(s) will then facilitate scheduling of an IEP team meeting to discuss those concerns. Any change in placement will be made by the Student's IEP team only.

1.6 Accommodations. The ESD and its subcontractor(s) will provide those accommodations and modifications to the educational program and environment as required by the Student's IEP, consistent with the IDEA. Program staff may suggest additional accommodations or modifications to the Student's IEP team as appropriate based on observation of the Student. If Program staff have concerns regarding the feasibility of implementing accommodations or modifications in the Student's IEP, the ESD or its subcontractor(s) will request an IEP team meeting, to include the parents/guardians and representatives of the ESD and Chancelight Education Centers, to discuss the concerns.

1.7 Assessments. The Student will be provided the opportunity to participate in state and Enrolled School District assessments unless the Student's parents/guardians opt out consistent with law and ESD policy/procedure or the Student's IEP requires otherwise. The Enrolled School District will timely share the results of state and Enrolled School District assessments with the ESD. Assessment data will be analyzed by Program staff members, and academic and behavioral interventions will be designed and implemented accordingly. The Enrolled School District will be responsible for test coordination, training for test administration, provision of testing packets/access, and distribution of student results. Program staff will assist with the Enrolled School District's implementation of such testing within reasonable parameters, including proctoring the testing. Program staff will adhere to the timeline and test administration guidelines set forth by the Enrolled School District.

1.8 Instruction. The Program will utilize staff possessing a valid Washington State teaching certificate and endorsed in special education to deliver specially designed instruction ("SDI") as required by the Student's IEP. Program staff will use evidence-based instructional practices to guide the instructional process and differentiate instruction based on student needs. If the Enrolled School District determines that it is necessary to comply with WAC 392-172A-04085(1), it will be responsible for approving the curriculum utilized for the Student; if the Enrolled School District requests that different curriculum be used with the Student, it will be responsible for any and all associated costs. The ESD will provide instruction that is free from sectarian or religious influence or control.

1.9 Behavioral Support. The Program will incorporate a system of behavior intervention that is positive, proactive/preventive, and consistently implemented.

1.9.1 Behavior Intervention Plans. If the Student has a behavior intervention plan ("BIP"), Program staff working with the Student will have access to BIP, be trained on how to accurately carry out the BIP, and follow the BIP in addressing the Student's behavior. Additionally, Program staff will work with the IEP team to identify target behaviors and will conduct functional behavioral assessments ("FBAs") as needed and with the consent of the Student's parents/guardians to design BIPs.

1.9.2 Student Discipline. The Student is entitled to the protections of state statutes (e.g., Chapter 28A.600 RCW), OSPI regulations (chapters 392-400 and 392-172A WAC), and ESD policies and procedures governing imposition of student discipline including, but not limited to, suspension, expulsions, and emergency removals. Program staff may conduct an emergency removal (previously called an "emergency expulsion") of the Student for those reasons described in WAC 392-400-510, as currently enacted or hereafter amended, without first consulting with the Enrolled School District. In that event, Program staff will ensure that the Enrolled School District

receives notice no later than the end of the business day following the date on which the emergency removal occurred. If Program staff believe that the Student otherwise should be suspended or expelled for violation of ESD student discipline policies or procedures, the ESD will provide notice of the misconduct and legal standards, policies, or procedures violated to the Enrolled School District, which will determine whether to issue such discipline in cooperation with the ESD. If the Enrolled School District disciplines the Student, it will be responsible for notifying the Student and the Student's parents/guardians as required by state law and regulations regarding student discipline and carrying out any appeal processes. If the Student would be subject to a disciplinary removal for ten (10) or more consecutive school days, or a series of removals that constitute a "change in placement" per WAC 392-172A-05155, the ESD and Enrolled School District will cooperate to ensure that, to the extent required by OSPI regulations, a timely manifestation determination review occurs, an FBA is completed, and a BIP is created or revised.

1.9.3 Restraint, Isolation, and Reasonable Use of Force. Washington law, RCW 28A.600.485, prohibits certain restraint of, isolation of, or use of physical force on students participating in the Program, and Washington law prohibits use of corporal punishment. Program staff will be trained in and comply with state law, OSPI regulations, and ESD policies and procedures governing restraint, isolation, and reasonable use of physical force. Without limiting the foregoing, Program staff will timely report use of restraint, isolation, or physical force to the Student's parents/guardians as required by state law, OSPI regulations, and ESD policy and procedure. Additionally, Program staff will report each incident of restraint, isolation, or use of physical force to the Enrolled School District within two (2) business days.

1.9.4 Emergency Response Protocols. If the Enrolled School District and the Student's parents/guardians determine that the Student requires advanced educational planning, they may develop emergency response protocols ("**ERPs**") to be used in the case of emergencies that pose an imminent likelihood of serious harm, as defined in state law in accordance with WAC 392-172A-02105. Such ERPs will be incorporated into the Student's IEP. Where the Student has an ERP, Program staff will be familiar with and implement the ERP in accordance with state law, OSPI regulations, and ESD policies and procedures. Such ERPs will not be used as a substitute for the systematic use of a BIP that is designed to change, replace, modify, or eliminate a targeted behavior.

1.9.5 IAES. Should the Student engage in behavior that would support removing the Student to an interim alternative educational setting ("**IAES**") for not more than forty-five (45) school days, Program staff will promptly report such behavior in writing to the Enrolled School District. Representatives of the Enrolled School District, ESD, and Chancelight Education Centers will communicate regarding the behavior and whether the Student should be moved to an IAES. The decision regarding whether to utilize an IAES will be made by the Enrolled School District, with input from the ESD and Chancelight Education Centers.

1.10 Evaluation. The Enrolled School District is responsible for conducting initial evaluations and reevaluations of the Student, with the exception of FBAs, which will be conducted by Program staff unless the Parties agree otherwise. Program staff will participate in the reevaluation process for each student as requested by the Enrolled School District, including without limitation by completing rating scales, providing observations of student behavior, and attending evaluation team meetings.

1.11 Progress Reporting. The Student's progress will be monitored daily, weekly, monthly, and quarterly by the teaching staff using a variety of qualitative and quantitative strategies. Instructional and behavioral interventions will be adjusted as needed, with the objective that the

Student makes progress on IEP goals and demonstrates proficiency on state learning standards. The ESD does not warrant or guarantee that the Student's participation in the Program will result in any particular level of academic achievement. Program staff will evaluate and report on progress toward IEP goals quarterly or upon the frequency indicated in the Student's IEP and furnish such progress reports to the Student's parents/guardians and Enrolled School District.

Section 2. Implementation.

2.1 Program Staffing. The ESD will provide sufficient staff for the Program to maintain a safe and appropriate learning environment and to adhere to applicable Washington State laws and regulations and ESD policies and procedures.

2.2 Complaints Regarding Personnel. If the Enrolled School District believes that the performance or conduct of any person employed or retained by the ESD or its subcontractor(s) to perform any services hereunder is unsatisfactory or is not in compliance with the provisions of this Agreement, the Enrolled School District will promptly notify the ESD, identifying the conduct or performance in writing and providing information known to the Enrolled School District. The ESD will investigate, take reasonable measures to ameliorate any problems identified, and notify the Enrolled School District of the outcome of its investigation. Without limiting the foregoing, the ESD will notify the Enrolled School District and OSPI of program changes within the ESD that may affect the ESD's ability to contract or any complaints against the ESD regarding services to students eligible for special education services in accordance with WAC 392-172A-04085(1).

2.3 Records Checks. In the event that the ESD, its subcontractor(s), or any of their employees or applicants for employment will have regularly scheduled unsupervised access to children, the employing organization will require a record check through the Washington State Patrol criminal investigation system under RCW 43.43.830-.834, RCW 10.97.030, and RCW 10.97.050, and through the Federal Bureau of Investigation, before either hiring the applicant or allowing the previously hired employee or agent to work in the Program. The record check will include a fingerprint check using a complete Washington State criminal identification fingerprint card. If an applicant has had a record check within the previous two (2) years, the employing organization may waive the record check requirement for that applicant. The employing organization will pay all costs of the requirements set forth in this provision.

2.4 Crimes Against Children. In accordance with RCW 28A.400.330, the ESD and its subcontractor(s) will prohibit any employee from working in the Program who has or may have contact with students during the course of his or her employment and who has pleaded guilty to or been convicted of any crime enumerated in RCW 28A.400.322, as now enacted or hereafter amended. Any failure to comply with this paragraph will be grounds for the Enrolled School District to immediately terminate the Agreement.

2.5 Related Services. The Enrolled School District will provide any speech and occupational therapy related services required by the Student's IEP (using either their own or contracted personnel). The Enrolled School Districts will also provide other related services, including but not limited to, physical therapy, school health and nurse services, social work services, and transportation (again using either their own or contracted personnel). Related services will be delivered at the location determined by the Student's IEP team in coordination with the ESD.

2.6 Emergency Procedures. The Enrolled School District will provide Program staff with the Student's emergency medical information, including any individualized healthcare plan ("IHP"),

upon the Student's referral or placement into the Program. Program staff will follow the Student's IHP, if applicable.

2.7 Medication. Program staff will coordinate with the Enrolled School District's nursing staff (whether its own or contracted personnel) if the Student requires medication to be administered during the school day as prescribed by the Student's physician. The Enrolled School District will provide any training necessary for the proper administration of medicine by Program staff.

2.8 Student Attendance. Program staff will provide attendance reports for the Student to the Student's parents/guardians and Enrolled School District. The Enrolled School District is responsible for addressing issues related to compulsory attendance, such as truancy, arising under state laws or regulations.

2.9 Graduation Requirements. If applicable based on the age of the Student and required by law, the Student will be provided an opportunity to fulfill the requirements to receive a Washington state diploma and work towards course credits that satisfy the high school graduation requirements. The Enrolled School District will be responsible for coordinating any student placement for work study, community service, and/or vocational classes, and Program staff will cooperate with the Enrolled School District in arranging and facilitating such opportunities.

2.10 Report Cards. Quarterly report cards, semester report cards, and year-end transcripts will be provided for students progressing toward grade level promotions, certificates of completion, or high school diplomas.

2.11 Student Education Records. The Enrolled School District may disclose "education records" of the Student to the ESD and its subcontractor(s) administering and providing the Program, meaning records directly related to one or more students and maintained by the Enrolled School District. Such education records are protected from disclosure absent prior consent of the student's parent (or an eligible adult student) under the federal Family Educational Rights and Privacy Act ("**FERPA**"), 20 U.S.C. § 1232g; the FERPA implementing regulations promulgated by the U.S. Department of Education, 34 C.F.R. Part 99; Washington law, RCW 28A.605.030; the IDEA implementing regulations, 34 C.F.R. Part 300, Subpart F; and OSPI special education regulations, WAC 392-172A-05180 through -05245.

The Parties acknowledge that the Enrolled School District has outsourced institutional services or functions to the ESD and its subcontractor(s), specifically the services described in this Agreement, and therefore the Parties intend that the ESD and its subcontractor(s) will be considered a "school official" of the Enrolled School District, as applicable, for purposes of the FERPA implementing regulations, 34 C.F.R. § 99.31(a)(1)(i)(B).

The ESD and its subcontractor(s) will receive, maintain, and redisclose education records of students referred to or participating in the Program in strict compliance with the FERPA statute, its implementing regulations, and the other statutes and regulations referenced in this section. Without limiting the foregoing, in accordance with 34 C.F.R. § 99.33(a), the ESD and its subcontractor(s) will not disclose to any third party personally identifiable information from an education record without the prior consent of the parent or eligible student or as otherwise authorized by law.

2.12 Data and Records. The ESD will maintain and have available for audit or review by the Enrolled School District, as well as state or federal authorities, documentation of enrollment, hours

of instructional activity that the Student participated in, personnel data, and financial data including all revenues and expenditures pertaining to the contract with the Enrolled School District.

The ESD will notify the Enrolled School District if, as of October 1 of a given school year, a certificated employee of the ESD or its subcontractor(s) spends more than twenty-five (25) percent of a full-time equivalent (“**FTE**”) position with students for the Enrolled School District, including the Student, for purposes of the Enrolled School District fulfilling its reporting obligations to OSPI, if any, under WAC 392-121-188(13).

2.13 Advertising. The ESD will state in all of its advertising, publicity, or public statements regarding the contracted services that the Program is being offered by the Enrolled School District under contract.

Section 3. Facilities and Materials.

3.1 Facilities. The ESD will provide facilities to implement Student’s services described in Section 1. The anticipated location is a portion of the former Breidablik Elementary School, located at 25142 Waghorn Road Northwest, Poulsbo, Washington 98370, consisting of classrooms, restrooms, and other facilities. The ESD may change the location of the Program from time to time upon written notice to the Enrolled School District, provided that the location will remain within the service boundaries of the ESD. The ESD will provide at least thirty (30) days’ notice of a change in location to the Enrolled School District, absent an emergency or other extenuating circumstances making such notice impracticable.

3.2 Transportation. The Enrolled School District or its authorized agent will provide the Student with transportation to and from the Program in accordance with Student’s IEP. The Parties will collaborate to determine mutually agreeable pick up/drop off times and locations.

3.3 Food Services. The ESD will provide hot and cold meals through a catering contract with the local school district.

3.4 Program Materials and Oversight. Chancelight will provide all core and intervention curriculum and materials needed to implement the educational programs for Student.

3.5 Assistive/Adaptive Technology. Unless otherwise agreed to in writing, the Enrolled School District will be responsible for the provision of all appropriate assistive/adaptive technology, supplies, and equipment for the Student, as specified in the Student’s IEP.

Section 4. Contract Terms.

4.1 Term. The term of this Agreement will be for the 2024-25 school year (i.e., August 27, 2024, through August 26, 2025).

4.2 Program Cost. The Enrolled School District will pay to the ESD the amount of Ninety seven thousand five hundred Dollars (\$97,500) for the Student’s participation in the Program for the 2024-25 school year. Such amount will be invoiced monthly, and the Enrolled School District will pay each invoice within thirty (30) days of receipt. The services described in this Agreement will be provided at no cost to the Student or the Student’s parents/guardians.

4.3 Cost for 1:1 Aide. If the Student’s IEP requires a 1:1 aide, in addition to the cost of the Program above, the Enrolled School District will pay Two-Hundred Fifty-Seven Dollars (\$257) per school day (i.e., \$51,400 for a 200-day school year) for such service. Chancelight will make reasonable effort to furnish a 1:1 aide once notified a 1:1 aide is required; provided, it is

understood that addition of an aide generally requires a minimum of forty-five (45) days. The costs of a 1:1 aide will be invoiced monthly.

Section 5. Insurance.

5.1 Insurance Required. The ESD will obtain and keep in full force and effect during the term of the Agreement liability insurance coverage as set forth in this section. This liability insurance will be written on an occurrence basis, unless otherwise specified herein. The ESD will contractually require Chancelight Education Centers to maintain liability insurance with at least the coverage limits listed in Section 5.1.

5.1.1 Employer's Liability. The ESD will provide an Employer's Liability insurance policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

5.1.2 Commercial General Liability. The ESD will provide a Commercial General Liability insurance policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activities, but in any event with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

5.1.3 Sexual Abuse and Molestation (SAM). The ESD will provide a Sexual Abuse and Molestation incident coverage insurance policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

5.1.4 Worker's Compensation. Service Provider will provide worker's compensation insurance as required by the industrial insurance laws of the State of Washington.

5.2 Modification of Coverage. The ESD will provide the Enrolled School District with written notice of any modification to or cancellation of any insurance policy required by the Agreement within ten (10) business days (weekdays Monday through Friday, excluding ESD holidays). If any such insurance is cancelled or not renewed, the ESD will promptly provide equivalent protection.

5.3 Certificate of Insurance. The ESD will submit to the Enrolled School District within fifteen (15) calendar days of the Agreement's Effective Date a certificate of insurance that outlines the coverage and limits defined in this section.

Section 6. Dispute Resolution

6.1 Good-Faith Conference. The Parties agree that, in the event of a dispute, each Party will meet in person with the other Party in a good-faith effort to resolve the dispute prior to mediation. The good-faith conference will be held in the City of Bremerton, Washington, and will involve individuals with authority to consider and agree on proposals to resolve the dispute, even if ultimate approval may be needed by the Parties respective boards of directors. The Parties' goal is to avoid the additional conflict-resolutions methods detailed below by meeting in person in advance and attempting to resolve any issues between the Parties themselves.

6.2 Mediation. If a dispute is not resolved by a good-faith conference, the Parties will endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the Parties mutually agree otherwise, will be administered by the American Arbitration Association in accordance with its rules in effect on the Effective Date of this Agreement.

6.2.1 A request for mediation will be made in writing, delivered to the other Party, and filed with the person or entity administering the mediation. The request may be made concurrently

with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation will proceed in advance of binding dispute resolution proceedings, which will be stayed pending mediation for a period of thirty (30) days from the date of filing, unless stayed for a longer period by agreement of the Parties or court order.

6.2.2 This Section 6.2 and its subsections will not apply prior to termination by either Party for material breach of the Agreement by the other Party under Section 6.8, and such termination will be effective upon expiration of the notice period described in that section.

6.2.3 The request for mediation must: (1) be in writing; (2) state the disputed issue(s); (3) state the Party's understanding of the relative positions of the Parties; and (4) state the requesting Party's name, address, and contact number.

6.2.4 The Parties will share the mediator's fee and any filing fees equally. The mediation will be held within the City of Bremerton, Washington, unless another location is mutually agreed upon. Agreements reached in mediation will be enforceable as settlement agreements in any court having jurisdiction thereof.

6.2.5 If the Parties do not resolve a dispute through mediation pursuant to this Section 5.2, they may pursue binding dispute resolution in the Superior Court for the State of Washington in and for Kitsap County, which they agree has jurisdiction and will be the venue for any such litigation.

6.2.6 Nothing in this Agreement will be construed to limit the Parties' choice of a mutually acceptable alternative dispute-resolution method in addition to or instead of the procedure outlined above.

7. Miscellaneous.

7.1 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Washington, with the exception of its choice-of-law rules, and time will be considered of the essence for this Agreement.

7.2 Non-Discrimination. In providing the Program pursuant to this Agreement, the ESD and its subcontractor(s) will comply with federal and state laws prohibiting discrimination against persons on the basis of race, creed, color, national origin, citizenship or immigration status, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.

7.3 Mandatory Reporting. The personnel of the ESD and its subcontractor(s) who are mandatory reporters under state statute and regulations, if any, will report suspected child abuse and neglect consistent with law.

7.4 Entire Agreement. This Agreement constitutes the entire understanding between the ESD and Enrolled School District and supersedes all other agreements, whether written or oral, with respect to the subject matter hereof.

7.5 Inurement of Benefits/No Third-Party Beneficiaries. All covenants and agreements contained in this Agreement by or on behalf of any of the Parties hereto will bind and inure to the benefit of the respective successors and permitted assigns of the Parties hereto, whether so

expressed or not. This Agreement does not create, invest, or provide, and is not intended to create, invest, or provide, any rights or remedies to any non-parties to this Agreement.

7.6 Amendment and Waiver. The provisions of this Agreement may be amended or waived only with the prior written consent of the authorized representatives of the ESD and the Enrolled School District.

7.7 Termination as a Remedy. If either Party is in material breach of its obligations under this Agreement, including non-payment, the non-breaching Party may terminate this Agreement if the alleged breach is not cured within sixty (60) days after the non-breaching Party provides written notice to the Party claimed to be in breach.

7.8 Severability. In case any provision of the Agreement is adjudged invalid, illegal, or unenforceable, it will, to the extent possible, be modified in such a manner as to be valid, legal, and enforceable but so as to most nearly retain the intent of the Parties, and if modification is not possible, the provision will be severed from this Agreement. In either case, the validity, legality and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby.

7.9 No Agency, Authority, or Supervision. Nothing in the Agreement will be construed to provide any Party with agency, authority, or supervision over the administration and/or operation of another Party, other than to the express extent provided in this Agreement. The Parties agree that Chancelight Education Centers is an independent contractor of the ESD, and the ESD is an independent contractor of the Enrolled School District. Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship between the Enrolled School District and the ESD, or between the Enrolled School District and the ESD's employees, agents, or subcontractors.

7.10 Construction. Ambiguities or uncertainties in the wording of this Agreement will not be construed for or against any Party.

7.11 Indemnification.

7.11.1 By the ESD. The ESD will hold harmless and indemnify the Enrolled School District and its directors, officers, employees, agents, and subcontractors (the "**Enrolled School District Indemnified Parties**") from and against any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, costs, or expenses (including but not limited to attorney's fees) ("**Claims**"), of whatever kind or nature, brought against the Enrolled School District Indemnified Parties arising out of, in connection with, or incident to the ESD's performance or failure to perform under this Agreement, with the exception of Claims by students or parents/guardians for denial of FAPE or otherwise under the federal IDEA, the federal IDEA implementing regulations, and/or OSPI special education regulations (Chapter 392-172A WAC) (collectively, "**Special Education Claims**"). If Claims, other than Special Education Claims, are caused by or result from the concurrent negligence of the ESD and/or its employees, agents, or subcontractors and the Enrolled School District Indemnified Parties, the ESD will be required to indemnify and hold harmless the Enrolled School District Indemnified parties only to the extent of the negligence of the ESD or its employees, agents, or subcontractors. Nothing herein will require the ESD to indemnify or hold harmless the Enrolled School District Indemnified Parties from any Claims arising from the sole negligence of the Enrolled School District Indemnified Parties or Special Education Claims. Without limiting the foregoing, the ESD agrees that its obligation to hold harmless and indemnify the Enrolled School District Indemnified Parties includes Claims,

other than Special Education Claims, made by the ESD's employees and agents, and by any subcontractors and their employees and agents.

7.11.2 By the Enrolled School District. The Enrolled School District will hold harmless and indemnify the ESD and its directors, officers, employees, agents, and separate contractors (the "**ESD Indemnified Parties**") from and against any and all Claims, of whatever kind or nature, brought against the ESD Indemnified Parties arising out of, in connection with, or incident to the Enrolled School District's performance or failure to perform under this Agreement and, without limiting the foregoing, Special Education Claims by students or parents/guardians. If Claims, other than Special Education Claims, are caused by or result from the concurrent negligence of the Enrolled School District and/or its employees, agents, or separate contractors and the ESD Indemnified Parties, the Enrolled School District will be required to indemnify and hold harmless the ESD Indemnified parties only to the extent of the negligence of the Enrolled School District or its employees, agents, or separate contractors. Nothing herein will require the Enrolled School District to indemnify or hold harmless the ESD Indemnified Parties from any Claims, other than Special Education Claims, arising from the sole negligence of the ESD Indemnified Parties. Without limiting the foregoing, the Enrolled School District agrees that its obligation to hold harmless and indemnify the ESD Indemnified Parties includes Claims, including without limitation Special Education Claims, made by the Enrolled School District's employees and agents, and by any separate contractors and their employees and agents.

7.11.3 The Enrolled School District and the ESD expressly agree that the indemnification provided herein constitutes each Party's waiver of immunity under Title 51 RCW for the purposes of this Agreement. This waiver has been mutually negotiated by the Parties.

7.11.4 The Parties expressly agree that if one Party indemnifies the other Party for Claims caused by or resulting from the proportional negligence of the indemnified Party or its employees, agents, or contractors/subcontractors, the indemnifying Party will have the option to recover as a remedy the amount of any judgment apportioned to the negligence of the other Party.

7.11.5 This Section 7.11 will survive the expiration or termination of this Agreement for any reason.

7.12 Limitation of Liability. Neither Party will be liable for breach-of-contract damages that the breaching Party could not reasonably have foreseen on entry into this Agreement. In the event of a dispute between the Parties related to performance of this Agreement, in no event will the ESD's liability to the Enrolled School District exceed the amount of the costs listed in Section 4 of this Agreement.

7.13 Collaboration/Cooperation in Legal or Other Actions. The Parties agree that they will reasonably collaborate and cooperate with each other in any legal action or proceeding that is related to, arises out of, or is in connection with this Agreement, and in which action or proceeding the Parties are not named as adverse parties. Should the Enrolled School District request that the representatives of the ESD or its subcontractor(s) testify in a legal proceeding, the Enrolled School District will reimburse the ESD for the additional cost to the ESD, if any, charged by the subcontractor(s) for the attendance of the witness.

7.14 Notices. All notices, consents, and other communications under this Agreement will be given in writing and will be deemed to have been sufficiently given or served for all purposes as of the date delivered by hand, the date received by overnight courier, or within three (3) business days of being sent by registered or certified mail, postage prepaid. Notices will be provided to the

Parties at the following addresses (or to another address as hereafter may be designated in writing by one Party to the other Party):

If to the ESD:

Olympic Educational Service District No. 114
Attention: Lee Collyer, Director of Special Programs
105 National Avenue North
Bremerton, Washington 98312
Phone: (253) 514-2292
Fax: (360) 405-5813
Email: lcollyer@oesd114.org

If to the Enrolled School District:

EDMONDS SCHOOL DISTRICT NO. 15
Attn: STANFORD MCDONALD
20420 68th Avenue West, Lynnwood, WA 98036
LYNNWOOD, Washington 98036
Phone: 425-431-7315
Email: mcdonalds457@edmonds.wednet.edu

7.15 Representatives. The ESD Representative will be the ESD's Director of Special Services, unless the ESD designates a different representative in writing. The Enrolled School District Representative will be the Fiscal Analyst unless otherwise designated in writing. The representatives of the parties identified herein will communicate at least once per school year for purposes of monitoring compliance with the terms of the Agreement and applicable state regulations.

7.16 Recordkeeping and Audits. The ESD will maintain books, records, documents, data, and other evidence that reflect costs claimed to have been incurred or fees claimed to have been earned under this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices. The ESD will retain such records in accordance with ESD's record keeping business practices.

7.17 Attorney's Fees. Should any legal proceeding be required to enforce any term or condition of this Agreement, the prevailing Party in such proceeding will be entitled to an award of costs and reasonable attorney's fees, in addition to any other relief awarded.

7.18 Waiver. Failure by either Party to enforce strictly any of the provisions of this Agreement or to exercise any right hereunder will not be construed as a waiver thereof or as excusing the other Party from future performance.

7.19 Additional Acts. The Parties agree to perform any further acts to execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement. To the extent that the Enrolled School District determines it necessary to comply with WAC 392-121-188(1) (board resolution regarding expanding options available for basic education program) and/or WAC 392-172A-04080(2)(b) (notification of OSPI regarding intent to serve student) in the administration of this Agreement, the Enrolled School District will be solely

responsible for carrying out those requirements, and the ESD will reasonably cooperate with the Enrolled School District in doing so.

7.20 Separate Execution. This Agreement may be executed in separate counterparts (including by means of computer or telephonic facsimile), each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

7.21 Effective Date. This Agreement will be effective as of the date fully executed by the authorized representatives of the Parties (the "Effective Date") and remain in effect until it expires as described in Section 4.1 or is terminated as described in Section 6.8.

7.22 Survival. Sections 2.11 (Student Education Records), 6 (Dispute Resolution), 7.1 (Governing Law), 7.11 (Indemnification), 7.13 (Collaboration/Cooperation in Legal or Other Actions), and 7.17 (Attorney's Fees) will survive expiration or termination of this Agreement for any reason.

IN WITNESS WHEREOF, this Agreement is properly executed where indicated below by a representative with authority to bind each Party.

Educational Service District No. 114

EDMONDS SCHOOL DISTRICT NO. 15

Dr. Aaron Leavell
Superintendent

Name: Lydia Sellie
Title: Executive Director-Business and Finance

Date

Date

Lee
Collyer

Sandy
Gessner

Jason
Rhoads

Tina
Schulz