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Contract #	***6105-IA-0003574***
Title	***Bethel SD & Olympic Academy 2024-25***

Contract for services provided by Capital Region ESD 113 dated this 20th day of March 2025 between:

CAPITAL REGION ESD 113 (ESD 113)
6005 Tyee Drive SW · Tumwater, WA 98512
AND
BETHEL SCHOOL DISTRICT (DISTRICT)
516 176th ST E · Spanaway, WA 98387

In consideration of the promises and conditions contained herein, ESD 113 and District do mutually agree as follows:

I. PURPOSE

The purpose of this Agreement for ESD 113 is to provide district enrolled student(s) educational services through the Olympic Academy. Olympic Academy is a program operated by the ESD 113 designed to address the academic and behavioral needs of students with severe maladaptive behaviors. The two locations are:

- Olympic Academy South is operated at 151 NE Hampe Way, Chehalis, WA 98532
- Olympic Academy North is operated at 1625 Mottman Rd SW, Tumwater, WA 98512

The goal of Olympic Academy is to transition every student that we receive back to their home district. This is accomplished through consistent and honest feedback and opportunities to practice positive behaviors in a school environment. The provision of educational, instructional or specialized services in accordance with this Agreement will improve student learning or achievement.

II. RESPONSIBILITIES OF CAPITAL REGION ESD 113 (ESD 113)

In accordance with this Agreement, ESD 113 shall:

1) Create and oversee operation of Olympic Academy, a program for students with severe maladaptive behaviors.
2) Provide academic services and behavioral support to enrolled District students as identified in the students' IEP's.
3) Ensure that Olympic Academy staff are appropriately trained to work with students who become enrolled in the Olympic Academy.
4) Review each admitted student for appropriateness of placement by 90 school days of enrollment.
5) Collaborate with the District to maintain compliance in support of the District's Safety Net applications for enrolled students.
6) Invoice the District in accordance with Section VII.
7) Inform districts of classes completed per semester along with a report of appropriate additions to students' transcripts.

III. RESPONSIBILITIES OF GOVERNMENTAL AGENCY (District)

In accordance with this Contract the District shall:

1) Acknowledge that by entering into this Agreement it is causing financial commitments by other parties, and therefore, agrees not to terminate prior to the expiration date without consent of ESD 113 except when such situations are beyond control of the District (e.g. student withdraw).
2) Have full responsibility for the students' evaluation(s), transcript, and participation and attendance in the IEP development and meetings.
3) Complete all state and federal reporting for District students. The District shall report the students on the District's P223 and P223H.

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4) Maintain all responsibilities as the resident district, including providing a free appropriate public education (FAPE). Extended school year services and assistive technology devices, as defined by the student's IEP, will be the responsibility of the District. Maintain transcripts of high school students and award diplomas when appropriate.
5) Ensure Olympic Academy receives all pertinent documents (e.g. IEP, evaluation, vaccination record, testing scores, transcripts, etc.).
6) Provide transportation of students to and from Olympic Academy and assume full responsibility for all costs associated with such transportation.
7) Pay ESD 113 in accordance with Section VII, the service cost required to support the District's student(s) for annual placement and services within Olympic Academy. If a student requires more intensive support or staffing beyond the basic Olympic Academy staffing (e.g. 2:1 assistant support, nursing services, specialty teacher services, etc.), the additional cost will be negotiated between Olympic Academy and the District. The additional cost will be described on Appendix A.

IV. GENERAL RESPONSIBILITIES OF THE PARTIES

ESD 113 and the District shall:

1) Conduct background checks on any officials, employees, volunteers or agents who may perform obligations under this Agreement and who may have contact with children in a public school or ESD 113 facility. No party/person who has plead guilty to, or been convicted of, a crime specified in RCW 28A.400.322 or WAC 170-06-0120 will be allowed to do work under this Agreement if they may have contact with children in a public school or ESD 113 facility. Failure to comply with this provision is grounds for immediate termination.
2) Comply with federal, state, and local laws in performing obligations under this Agreement, and any policies or regulations adopted by the Parties' boards of directors. ESD 113 or Olympic Academy operating policies will override home district policies when appropriate. If ESD 113 or Olympic Academy does not have a policy guiding action in a situation, administration will default to home district policy if it is available.
3) Obtain and maintain general liability coverage, including contractual liability coverage, and automobile coverage in an amount not less than $1,000,000 per occurrence. The Parties shall, upon request, provide each other suitable evidence of coverage required.
4) Obtain any licenses or permits that are required to perform their respective obligations under the Agreement.
5) Maintain books, records, documents, data and other materials compiled and related to the performance of obligations under this Agreement for the time period required under law or any applicable grant agreement. Both Parties agree to provide access to and copies of any such books, records, documents, data or other materials to the other party upon request.
6) Take all necessary steps to protect the confidentiality of educational records and shall not disclose such records or the information obtained from having access to such records without obtaining the consent of the other party and the parent of the student whom the record pertains to.

V. TERM OF THE CONTRACT

The term of the Agreement is one school year, from **April 15, 2025,** through **June 30, 2025**. Nonrenewal notification is due to ESD 113 by May 1, 2025.

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1) **Renewal Term.** This Agreement shall automatically be renewed for an additional one-year term (the Renewal Term) unless either party to the Agreement notifies the other party in writing prior to May 1st that it is not renewing the Agreement. The party that fails to provide written notice before May 1st shall be required to pay damages in accordance with Section VI. Changes to services ESD 113 is obligated to provide or fees the District is obligated to pay shall be addressed as Amendments to this Agreement.

2) **Agreement Termination.** This Agreement may be terminated by mutual agreement by the Parties.

   Pursuant to Section II (4) of this Agreement, this Agreement may be terminated by ESD 113 with 30 calendar days written notice. When termination is initiated by the ESD 113, the ESD 113 shall work with the District to facilitate an orderly transition of the student back to the District or to another school district or non-public agency school and will adjust any billing to the District to reflect prorated attendance by the student at issue.

3) **Damages Paid by the District for Services Provided by Certificated Employees.** If the District fails to notify ESD 113 that it is terminating this Agreement prior to the Renewal Term of May 1st and the Agreement is for services provided by ESD 113 employees who have a certificated contract with ESD 113, there will be material adverse financial consequences to ESD 113. The adverse financial consequences, or damages, will likely exceed the fee the District would have paid for the Renewal Term. If the District terminates the Agreement without giving notice prior to May 1st and ESD 113 has employed certificated staff to provide services under the Agreement, the District agrees to pay ESD 113 the amount owed for the Renewal Term as damages. The damages the District is agreeing to pay represent a reasonable reflection and estimate of the damages ESD 113 shall incur.

4) **Damages Paid by the District for Services Provided by Non-Certificated Employees.** If the District fails to notify ESD 113 that it is terminating this Agreement prior to the Renewal Term of May 1st and the Agreement is for services that are provided by ESD 113 employees who do not have a certificated contract with ESD 113, the damages ESD 113 shall incur may be less than the fee the District would have paid to receive the services for the Renewal Term. In that case, the District shall pay ESD 113 for damages ESD 113 incurs as a direct or indirect result of not being notified by May 1st that the District is terminating the Agreement.

5) **Damages Paid by ESD 113.** If ESD 113 fails to notify the District that it is terminating this Agreement prior to the Renewal Term of May 1st, ESD 113 shall pay the District the costs the District incurs up to 30 days to obtain the services ESD 113 was obligated to provide from a third party, but only to the extent the costs exceed what the District would have paid ESD 113 and the fees the District is paying the third party must be based on reasonable market rates.

6) **Payment.** The damages that are owed under this section shall be paid in full within thirty (30) days of receipt of an invoice. This requirement shall survive termination of the Agreement.

VI. PAYMENT PROVISIONS

1) For satisfactory performance of the work as set forth in the "RESPONSIBILITY OF CAPITAL REGION ESD 113", District agrees to pay the ESD 113 the amount as indicated on Appendix A.
2) ESD 113 shall invoice the District monthly, September through June. Invoices shall be paid within thirty (30) days of receipt.

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3) Monthly fees will be prorated for the starting month only. The full rate for services through the end of the term will be paid without proration (**equal monthly invoice amounts September through June**). The prorated fees (for starting month) shall be calculated based on the number of days of student attendance divided by eighteen (18), the average attendance days in a month, multiplied by the appropriate services rate.

4) All personal property and assets acquired or received in connection with the obligations under this Agreement, including but not limited to equipment, materials, supplies and funds, shall be owned and retained by ESD 113, both during the term of this Agreement and after the Agreement is terminated, partially or completely. Real property shall not be acquired.

VII. SUSPENSION AND DEBARMENT

Per the requirements of Executive Order 12549, ESD 113 and the District certify that neither they, nor their officers, directors, general managers or persons having primary management or supervisory responsibilities, are on the Excluded Parties List Report (web address: http://www.sam.gov) and that they are not presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded for the award of contracts by any Federal governmental agency or department. ESD 113 and the District shall provide immediate written notice to each other if, at any time during the term of this Agreement, including any renewals hereof, they learn that this certification has become erroneous by reason of changed circumstances.

IX. INDEMNIFICATION

Both Parties agree to protect, defend, indemnify and hold the other party, and its directors, officers, agents and employees harmless from any and all claims and losses that are caused by the indemnifying party, or the indemnifying party's directors', officers', agents' or employees' negligent or malicious acts or omissions.

X. DISPUTES

Notice of potential disputes between the District and ESD 113 on the interpretation of the content of this Agreement or any appendices must be served in writing to the other party to this Agreement. There shall be an attempt to resolve the dispute, but if resolution is not possible, each party shall submit their position and supporting documentation to the ESD 113 Board of Directors, whose decision shall be final.

XI. VERBAL AGREEMENTS

This written agreement constitutes the mutual agreement of District and ESD 113 in whole. No alteration or variation of the terms of this agreement and no oral understandings or agreements not incorporated herein, shall be binding unless such amendments have been mutually agreed to in writing.

XII. APPLICABLE LAW

This agreement shall be governed by the laws of the State of Washington. Venue for any legal action shall be proper only in Thurston County, Washington.

District shall comply, where applicable, with the District Work Hours and Safety Standards Act and any other applicable federal and state statutes, rules and regulations.

This Agreement is entered into in accordance with the authority granted in the Interlocal Cooperation Act, RCW 39.34.030 and provisions that authorize educational service districts and school districts to contract with each other for services, specifically 28A.310.010, 28A.310.180, 28A.310.200, 28A.320.080 and 28A.320.035.

A separate legal entity is not being created. ESD 113 shall administer the joint undertaking described in the terms of this Agreement.

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XIII. SIGNATURES

District and/or District's employee(s) or agent(s) signing this document certifies that he/she is the person duly qualified and authorized to bind the District so identified to the foregoing agreement, and under penalty of perjury certifies the federal identification number or social security number provided is correct.

SIGNATURES

In witness whereof, Capital Region ESD 113 and the District certify that they have read, understand, and executed this entire agreement.

Dr. Flip Herndon Date 3/21/2025

Capital Region ESD 113 Authorized Signor

Melissa Munson-Merritt Date 3/20/2025

District's Signature

Original copy to be signed, returned to Capital Region ESD 113, and approved by its designee prior to the commencement of services.

JM KS JP

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PAYMENTS
The District or its designee determines that the services or goods provided by Capital Region ESD 113 are satisfactory, provided that such determination shall be made within a reasonable time and not be unreasonably withheld.
Interim payments during the contract are allowed as specified. Any date specified herein for payment(s) shall be considered extended as necessary to process and deliver a warrant for the amount(s). Such extension will be not greater than thirty (30) days following completion of the service and receipt of an appropriate invoice, whichever occurs later.

INDEMNIFICATION
The District or its designee indemnifies and shall defend and hold Capital Region ESD 113, its employees, agents and representatives, harmless from and against all third-party claims, actions, liens, suits or proceedings asserted against Capital Region ESD 113 that are related to the District's obligations or performance under this Contract. The District shall timely reimburse Capital Region ESD 113 for all costs, expenses, damages, losses, liabilities or obligations, including reasonable attorney's fees, incurred by Capital Region ESD 113 as a result of such third-party claims, actions, liens, suits or proceedings.

CONTRACTOR'S SIGNATURE
District and/or District's employee(s) or agent(s) signing this document certifies that he/she is the person duly qualified and authorized to bind the District so identified to the foregoing agreement, and under penalty of perjury certifies the federal identification number or social security number provided is correct.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY
If federal funds are the basis for this agreement, Capital Region ESD 113 certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or District.

OLYMPIC ACADEMY SOUTH PROGRAM MANAGER: Joshua Maerzke	**PROGRAM ACCOUNT CODE:** 1250/1251
OLYMPIC ACADEMY NORTH PROGRAM MANAGER: Stephanie Lamont	**PROGRAM ACCOUNT CODE:** 1252/1253
BILLING RESPONSIBILITY ☒ BUSINESS OFFICE (Contract will be billed exactly as written in section V. PAYMENT PROVISIONS)	
BOARD NOTIFICATION If contract/consortium is over $50,000, summary sent to ESD Contracts Office. ☒ YES ☐ N/A	
DISTRICT CONTACT: GRETCHEN HERRINGSHAW	**EMAIL: GHERRINGSH@BETHELSD.ORG**
AUTHORIZED SIGNOR NAME: MELISSA MUNSON-MERRITT	**EMAIL: MMUNSONMER@BETHELSD.ORG**

CONTRACT OFFICE APPROVAL – In accordance with Capital Region ESD 113 Contract Procedure 6105-P

ESD Contracts — Contract Office Approval
BT — Created by

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Appendix A

2024-2025 Interlocal Agreement
Student Tuition and Fees for Services

2024-25 Fee Schedule: **10 months of service (September through June) / Monthly rate**
Based upon student enrollment/disenrollment

Olympic Academy Level 1 (O1)	=	$100,000 annually per student / $10,000 monthly per student
Olympic Academy Level 2 (O2)	=	$130,000 annually per student / $13,000 monthly per student
Summit Level 1 (S1)	=	$140,000 annually per student / $14,000 monthly per student
Summit Level 2 (S2)	=	$155,000 annually per student / $15,500 monthly per student
Summit Level 3 (S3)	=	$175,000 annually per student / $17,500 monthly per student

Student(s)

Name	Gr.	SSID	Enroll Date / Withdraw Date	Level / Location	Annual Tuition	Monthly Tuition
Mason Jones	9	8344778255	4/15/2025	S2 South	$38,750	$15,500
					$38,750	**$15,500**

Student MJ enrolling 4/15/25. April pro-rated $7,550 (based on 18 average days monthly). May's tuition will be increased by $15,500 for MJ.

Total Annual Tuition for District as of 4/15/2025: **$38,750** MM KS JP
Monthly Tuition for District beginning 5/1/2025: **$15,500**

School District: Bethel School District
Contact Person: Gretchen Herringshaw
Phone #: 253-800-2000
Email Address: gherringsh@bethelsd.org

Initials

District representative: MM _____ ESD 113 representative: FH _____