Contract #	0004199
Title	Bethel SD & Olympic Academy 2025-26

Contract for services provided by ESD 113 dated this 3 **day of** April, 2026 **between:**

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

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

I. PURPOSE

The purpose of this Contract is to provide:

Agency 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.

- Olympic Academy is operated at 151 NE Hampe Way, Chehalis, WA 98532

The goal of Olympic Academy is to transition every student that we receive back to their home Agency. 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 ESD 113

In accordance with this Contract, 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 Agency 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 Agency to maintain compliance in support of the Agency's Safety Net applications for enrolled students.
6) Invoice the Agency in accordance with Section VII.
7) Inform Agencys of classes completed per semester along with a report of appropriate additions to students' transcripts.

III. RESPONSIBILITIES OF AGENCY

In accordance with this Agreement, the Agency 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 Agency (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 Agency students. The Agency shall report the students on the Agency's P223 and P223H.

4) Maintain all responsibilities as the resident Agency, 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 Agency. 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 Agency'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 Agency. The additional cost will be described on Appendix A.

IV. TERM OF THE CONTRACT

The start date of this Contract is the later of 04/01/2026 or the date that signatures have been obtained from both parties. Contract shall end on 04/30/2026

Contract shall not auto-renew.

V. PAYMENT PROVISIONS

For performance of the work as set forth in the "Responsibility of ESD 113"; the Agency shall pay
$12,500 -- Twelve thousand five hundred 00/100
This amount is exclusive of sales tax where applicable.

ESD 113 shall submit properly computed invoices to the Agency at the following schedule.
ESD 113 shall invoice the agency for the month of April. Invoices shall be paid within thirty (30) days of receipt.

CONTRACT TERMS

PAYMENTS
The Agency shall submit payment to ESD 113 within 30 days of receiving an invoice. Late payments shall accrue interest at the maximum rate allowed by law.

PROHIBITION AGAINST ASSIGNMENT
Neither this Contract nor any interest therein may be assigned by either party without first obtaining the consent of the other party.

OWNERSHIP OF WORK PRODUCTS AND RESTRICTION AGAINST DISSEMINATION
ESD 113 shall be the owner of any and all reports, documents, memoranda, plans, specifications, designs, notes, drawings, products, data, information and other materials and results authored, created, developed or made by Agency in connection with the this Contract (the "Results"), together with any and all intellectual property rights in any results ("Related Rights"). To the extent applicable, all Results shall constitute "works made for hire" by or for Agency and ESD 113 shall be the "author" of all Results under applicable copyright laws. To the extent ESD 113 is performing services under this Contract to provide Agency with reports, documents, memoranda, plans, specifications, designs, notes, drawings, products, data, information and other materials and results authored, created, developed or made by ESD 113 ("Licensed Results"), Agency is granted a non-exclusive and perpetual license to use the Licensed Results. Agency shall not market or sell such Licensed Results to any third party.

COPYRIGHT
Each party shall be responsible for the acquisition of any necessary copyright releases or intellectual property rights for materials used in by such party in its performance of services under this Contract. This shall not include materials originated under this Contract to which ownership belongs to the ESD 113. Each party shall defend and indemnify the other from any claims or suits alleging infringement of any intellectual property rights as to all such materials.

INDEMNIFICATION
Each party shall indemnify, defend and hold the other and its appointed and elected officers, agents and employees, and volunteers, harmless from and against any and all claims damages for any injuries, death or damage to persons or property (including any loss of use resulting therefrom), directly or indirectly arising out of, resulting from, or in connection with the indemnifying party's negligent or wrongful acts or omissions. The obligation to indemnify, defend, and hold harmless includes any claim by a party's agents, employees, representatives, or any subcontractor or its employees.
Industrial Insurance Waiver. The parties expressly waive immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, or other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction otherwise applicable, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Contract extend to any claim brought by or on behalf of any employee of the indemnifying party. Along with the other provisions of this Contract, this waiver was mutually negotiated by the parties.

DISPUTES
Notice of potential disputes between the Agency and ESD 113 on the interpretation of the content of this contract or any appendices must be served in writing to the other party to this contract. 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 ESD 113 Board of Directors, whose decision shall be final.

TERMINATION
This agreement may be terminated by ESD 113 or any designee thereof at any time, with or without reason, upon written notification thereof to the Agency. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered and received by Agency as of midnight of the second day following the date of its posting in the United States mail addressed as first noted herein in the absence of proof of actual delivery to and receipt by Agency by mail or other means at an earlier date and/or time.
In the event of termination by ESD 113, Agency shall be entitled to an equitable proration of the total compensation provided herein for uncompensated services which have been performed as of termination, and to the reimbursement of expenses incurred as of termination, but solely to the extent such expenses are reimbursable pursuant to the provision of the agreement.

VERBAL AGREEMENTS
This written agreement constitutes the mutual agreement of Agency 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.

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

NO THIRD-PARTY BENEFICIARIES
There are no third-party beneficiaries to this Contract, and nothing in this Contract, express or implied, is intended to confer on any person other than the parties hereto any rights, remedies, or claims of any nature.

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

SIGNATURE AUTHORITY
Each party's employee(s) or agent(s) signing this document certifies that he/she is the person duly qualified and authorized to bind the party so identified to the foregoing.

SIGNATURES

In witness whereof, ESD 113 and the Agency certify that they have read, understand, and executed this entire agreement, which includes the attached Contract Terms.

Jennifer Priddy Date 04/10/2026

Jennifer Priddy [04/10/2026 7:14am PDT]
ESD 113 Authorized Signer

Gretchen Herringshaw Date 04/10/2026

Gretchen Herringshaw [04/10/2026 6:45am PDT]
Agency Authorized Signer

I certify that I have downloaded and reviewed all attachments to this Contract.

Original copy to be signed by both parties and returned to ESD 113 prior to the commencement of services.

ESD 113 PROGRAM MANAGER:	JOSHUA MAERZKE	**PROGRAM ACCOUNT CODE:**	1250
RESPONSIBLE DEPARTMENT:	Expedition Behavioral Education	**CONTRACT VALUE:**	Under $100K
AGENCY CONTACT NAME:	GRETCHEN HERRINGSHAW	**EMAIL:**	GHERRINGSH@BETHELSD.ORG
AGENCY AUTHORIZED SIGNER:	GRETCHEN HERRINGSHAW	**EMAIL:**	GHERRINGSH@BETHELSD.ORG
CONTRACT PREPARED BY:	CARYNNE JOHNSON	**EMAIL:**	CJOHNSON@ESD113.ORG

CONTRACT OFFICE APPROVAL
In accordance with ESD 113 Signature Authorization and Control Procedure 6105-P.

ESD 113 Contracts
Contract Office Approval

Appendix A

2025-2026 Interagency Agreement
Student Tuition and Fees for Services

2025-26 Fee Schedule: **10 months of service (September through June) / Monthly rate**
Based upon student enrollment/disenrollment

Olympic Academy (OA) = $125,000 annually per student / $12,500 monthly per student
Summit (S) = $165,000 annually per student / $16,500 monthly per student

Student(s)

Name	Gr.	SSID	Enroll Date / Withdraw Date	Level / Location	Annual Tuition	Monthly Tuition
Aydan Harrison	7	1538674454	4/1/26	OA	12,500	12,500
					$12,500	**$12,500**

Total Annual Tuition for Agency as of 4/1/2026: **$12,500**

Monthly Tuition for Agency beginning 4/1/2026: **$12,500**

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