MOVING ALL TO SUCCESS AND HEALTH (MASH)

INTERLOCAL AGREEMENT ***#2627-1280-0005***

THIS AGREEMENT is made and entered into between PUGET SOUND EDUCATIONAL SERVICE DISTRICT 121 hereinafter referred to as "ESD", and SUMNER BONNEY LAKE SCHOOL DISTRICT **1202 Wood Avenue Sumner Bonney Lake 98390**) for student initials AC hereinafter referred to as "District."

WHEREAS, legislatively approved staffing ratios preclude the resident districts from generating sufficient staff to meet the needs of students with disabilities;

WHEREAS, partnership student enrollments provide a more efficient and economical basis for managing and implementing special education programs;

WHEREAS, districts have chosen to avoid unnecessary duplication of unusually expensive programs and rather choose to try to free up resources to provide educational programs not otherwise available;

WHEREAS, The Educational Service District (herein also referred to as "ESD") have historically provided special education services on a partnership basis;

WHEREAS, Chapter 39.34, 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 ESD 121 provide partnership special education services.

WHEREAS, the District desires to enter into a partnership service agreement with ESD;

IT IS HEREBY AGREED that ESD 121 shall receive funds from the District and shall expend such funds to provide special education services for their students. The partnership will provide services from *Moving All to Success and Health* (M.A.S.H.).

1. TERM OF AGREEMENT

Subject to its other provisions, the period of performance of this Agreement shall commence on [redacted] and be completed on [redacted] unless terminated sooner as provided herein or agreement to amend the period of performance is reached. This agreement is not considered valid unless there are sufficient revenues to pay salaries of staff, district, and indirect costs.

2. NAME/PURPOSE

The name given to this partnership is M.A.S.H, (hereinafter referred to as "Program". The general purpose of this Agreement, as authorized by the aforementioned statues and/or other applicable laws, is the formation of a partnership to provide a continuum of services to students whose unique educational and behavioral needs cannot be met within the resident school district, but who have been screened and meet the established parameters for enrollment in the partnership.

3. MEMBERSHIP

The District shall become a full member of the M.A.S.H Partnership effective with the signing of this agreement.

4. FINANCING/COSTS/RATES

The students served by this Program are residents of their respective District, and accordingly, it is acknowledged that the District retains the responsibility to provide a free appropriate public education (FAPE) for their students. This will be done in the following fashion:

A. District slot commitments will be established as per Agreement. The District will be billed a per-student amount to cover basic Program costs. The per-student amount is established at BASIC SERVICE PACKAGE $2000 per week from September 14th , 2026 to June 25th, 2027. Upon signing this Agreement, the District commits to pay the costs detailed above for this service contract based on the number of service hours provided in the service log.

B. Program slot commitments will be invoiced on a full-time basis for all partnership slots covered in this agreement. Less than full-time participation will not constitute a reduction in billing, as it is understood that part- time and/or transition services continue to require an enriched level of M.A.S.H. staff involvement.

C. The District will receive an invoice each month for the appropriate amount.

D. If a student requires more intensive staffing (e.g., 1:1 instructional aides) or support beyond what is provided through M.A.S.H programming (e.g., assistive technology, specialized equipment) as determined by M.A.S.H staff, the additional cost will be paid for by each student's resident District.

5. RIGHTS AND OBLIGATIONS OF ESD

The ESD 121 Board of Directors and Superintendent agree to provide educational services pursuant to requirements of the Office of the Superintendent of Public Instruction (OSPI). All

staff for the partnership shall be employed by the ESD and subject to the policies and rules and regulations of the ESD, including regulations pertaining to RCW 28A.400.303, RCW 28A.400.322 and RCW 28A.400.330, and teacher certification as required by the State of Washington. In accordance with this Agreement, ESD 121 shall:

A. Co-Design a behavioral support plan in collaboration with the district and provide coaching for implementation of wrap-around behavioral supports.

B. Recruit, employ, and supervise staff required to adequately operate the Program. All staff for the program shall be employed by the ESD and shall be subject to the policies, and rules and regulations of the Board of Directors of ESD121.

C. When the number of students enrolled in the Program exceeds the level that can be reasonably accommodated by existing staff, additional staff may be hired as necessary.

D. Contract or subcontract with any person or entity to provide services needed to operate the Program.

E. Develop consistent procedures for students entering into and exiting from the Program.

F. Coordinate interdistrict and interagency services and agreements required to implement educational plans and programs, including an Individual Education Program (IEP).

G. Coordinate MASH Program and resident District personnel in: providing enhanced supports such as targeted behavioral intervention, specialized staff training, program coordination, regular individualized assessments, and in-person support. This includes consistent collaboration with school teams, oversight of individualized plans (to include resident District participation), and monitoring student progress

6. RIGHTS AND OBLIGATIONS OF THE DISTRICT

The District acknowledges 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 the consent of ESD and any other party to this Agreement who would thereby suffer financially.

Additionally:

A. The District acknowledges that Chapter 28A.155 RCW, Chapter 392-172A WAC, and Public Law 108-446 including all revisions subsequent and currently enforced, impose responsibilities on each resident District and that those responsibilities are not distinguished by delegation, in part or in total, under this Agreement.

B. To this extent, it is understood and agreed between the parties hereto that the purpose and intent of this Agreement is that the ESD provide M.A.S.H. services for the

specialized education Program being conducted by the resident District for the students within the District who otherwise qualify for such specialized education services. The resident District shall retain the responsibility and/or agrees to:

1. Assure its participating students are receiving an appropriate education;
2. Comply with all provisions as requested by Chapter 28A.155 RCW, Chapter 392-172A WAC, and Public Law 108-446 (IDEA) including provisions of assessment and related services; and,
3. Incorporate Chapter 392-172A WAC and Public Law 108-446 (IDEA) required policies.

D. The District shall be responsible for pupil transportation to and from school.

E. The District shall be responsible for verifying and reporting of P-223, P-223H, and Federal Child Count to the Office of the Superintendent of Public Instruction (OSPI) directly.

F. Follow the intake processes for the good of the program ensuring M.A.S.H. receives all pertinent documents (IEPs, functional behavioral assessment (FBA), behavioral improvement plan (BIP), relevant data.

G. In accordance with RCW 28A.400.330, employees, agents, and contractors of the ESD and District are prohibited from working at a public school if they have or may have contact with children at a public school during the course of their employment and have pleaded guilty to or been convicted of the crimes identified in RCW 28A.400.322. Any failure to comply with this section shall be grounds for the District immediately terminating the contract.

H. The district will input information provided by M.A.S.H. staff into the District's online data systems (i.e., behavioral data).

I. Assistive technology decisions for individual students will be made based on the district's assistive technology assessment and recommendations. The District will be required to provide and be fiscally responsible for the purchase, upkeep and replacement of all assistive technology required by a student's IEP.

J. If the cost of a student's educational programming is eligible for safety net funding, the District will apply for the safety net funding to offset the costs borne by the district.

K. Basic behavior skills staff training and trauma-informed, de-escalation training to district staff working directly with the student receiving program services.

L. The District will be expected to provide and be fiscally responsible for legal representation during meetings where the parent invites legal representation.

M. Resident District staff are expected to maintain open communication with the MASH team, integrate intensive behavioral supports into daily routines, provide timely updates on student responses to interventions, and adhere to provided training and guidelines. They are also responsible for coordinating with the MASH staff regarding any

adjustments needed in student interventions and for participating actively in periodic reviews and check-ins

7. DISPUTE RESOLUTION

Disputes arising out of this Agreement shall be resolved in the following fashion:

A. If the dispute is between participating districts, then the disputing parties will present their arguments first to the Directors of Special Programs and Services of ESD 121 to make a determination. If need be, it may then be referred to the Superintendents of ESD.

B. If the dispute is between one or more participating District(s) and the ESD, then each participating District will appoint someone to represent it, The ESD will appoint someone to represent them, and those parties will appoint someone as a neutral representative. This panel's decisions will be limited to the provisions of this Agreement, be determined by a majority vote, and be binding on the parties.

8. SUSPENSION AND DEBARMENT

The parties to the Agreement certify, and each relies thereon in execution of this Agreement, that neither their entity nor its Principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department. "Principals", for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of subsidiary, division, or business segment; and similar positions). Further, each party agrees to provide the other(s) immediate written notice if, at any time during the term of this Agreement, including any renewals hereof, it learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances. Each party's certification via the execution of this Agreement is a material representation of fact upon which each party has relied in entering into this Agreement. Should either party determine, at any time during this Agreement, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, it may terminate this Agreement in accordance with the terms and conditions therein.

9. TERMINATION

If either party fails to comply with the terms and conditions of this agreement, the other party, upon thirty (30) days prior written notice to the breaching party may terminate this agreement.

The ESD shall have the option to discontinue operating the Program and terminate this agreement upon forty-five (45) days prior written notice when the number of students participating in the Program makes the Program financially unviable. The ESD may exercise this option anytime prior to the effective date of the agreement.

10. DISTRIBUTION OF ASSETS ON TERMINATION/DISSOLUTION

The Partnership may receive gifts, cash, equipment, or services from any source contingent upon acceptance by the ESD Board of Directors and consistent with ESD121 policies and procedures. All assets acquired by The ESD and placed in service for the Partnership during this Agreement shall remain the property of ESD 121. Any asset acquired by a resident District and used in the Program, because a Program component is situated within the resident District, will remain the property of the individual District. Should the Program be dissolved, the ESD shall prepare a list of all assets, including any fund balances, and make recommendations to the superintendents of member districts for disbursement.

11. ASSIGNMENT/WAIVER/SEVERABILITY

No rights or responsibilities required or authorized by this Agreement can be assigned by any party hereto unless otherwise allowed in this Agreement.

No provision of this Agreement, or the right to receive reasonable performance or any act called for by its terms, shall be deemed waived by a breach thereof as to a particular transaction or occurrence.

If any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement that can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

12. INDEMNITY

ESD 121 shall defend, indemnify and hold harmless the District in full for any and all claims against the District or its employees, officials, or contractors which arise from the acts or omissions of The ESD, and their employees, officials, and contractors in the provision of the services under this Agreement. The District shall defend, indemnify, and hold harmless ESD 121 in full for any and all claims against The ESD or their employees, officials, or contractors which arise from the acts or omission of the District.

13. NONDISCRIMINATION

No person shall, on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, military status or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under activities performed pursuant to this Agreement.

14. HEADINGS/SIGNATURES/APPROVAL

The headings of each section of this Agreement are only provided for the aid to the reader. If there is any inconsistency between the heading and the context, the context will prevail.

By signing this Agreement, the parties acknowledge that they have read and understand this Agreement, including any supplements or attachments thereto, and do agree thereto in every particular. The parties further agree that this Agreement, together with any appendices, constitutes the entire Agreement between the parties and supersedes all communications, written or oral, heretofore related to the subject matter of this Agreement.

By signing below, each party affirms that this Agreement has been approved by their Board of Directors or they has been given authority by such Board to enter into this Agreement. If this approval is provided through a resolution, a copy of said resolution will be attached hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Email invoice to: Jami Goenner Jami_Goenner@sumnersd.org

Puget Sound Educational Service District

August O'Catherine (Sep 14, 2026 16:53:57 PDT)

Signature

Special Services Director

Title

Sep 14, 2026

Date

Sumner Bonney Lake School District

Jane Toycen

Jane Toycen (Sep 14, 2026 16:26:23 PDT)

Signature

Executive Director SPED

Title

Sep 14, 2026

Date

Signature

Superintendent

Title

10/21/26

Date