

EDUCATIONAL AFFILIATION AGREEMENT

This Agreement is made between Everett Public Schools (hereafter "District") and the Northwest Educational Service District 189 (hereafter "NWESD") regarding the placement of a 1:1 para educator employed by the District to accompany its student to Snohomish Discovery. The para educator will stay with the student through-out the student's school day and supervise the student on District bus transportation.

The para educator, Greg Rockenstire, will be directed by District to follow NWESD's guidelines and procedures as well as follow the direction of the site administrator, Mr. Peter Roth. Further, the District will intervene via assertive progressive employee discipline should the para educator fail to follow expectations. The District will supervise and evaluate the para educator with input from Mr. Roth.


The student, Angel L. is a Spanish speaking fifth grade student who has never attended school for a period longer than four months. It has been determined by the District this student needs to have someone with him at all times, including the bus ride to and from school.

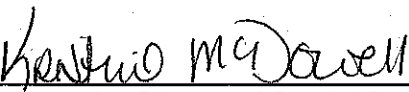
The District acknowledges that the para-educator is an employee of District and NWESD will not provide any compensation or insurance coverages for the para-educator. The District agrees to protect, defend, indemnify and hold the NWESD, its officers, agents and employees harmless from any and all claims and losses for bodily injury, including death, and/or property damage to the extent such claims or losses arise or result from the District's negligent performance from the para educator participating as a District 1:1 employee.

The District will supervise and evaluate the para educator with input from the site administrator of Snohomish Discovery.

This Agreement is valid for thirty days on a trial basis, and the NWESD has the right to discontinue this Agreement at any point during the trial period. After the initial trial period, this Agreement may be terminated by mutual written agreement or at the discretion of the NWESD should three or more progressive disciplinary actions have been administered by the District at the request of the NWESD site administrator.

By signing this Agreement, the parties acknowledge that they have read and understood this Agreement, including any supplements or attachments thereto and do agree thereto in every particular. The parties further agree that this Agreement constitutes the entire Agreement between the parties and supersedes all communications, written or oral, theretofore related to the subject matter of this Agreement. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties. With the signatures below, the parties indicate they have the legal authority to obligate their respective entity to the terms and conditions contained herein.

Signed  Date: 9/8/11
Superintendent
NWESD

Signed  Date: 9/7/11
Executive Director of Special Services
Everett Public Schools