

**INTERLOCAL AGREEMENT
Agreement No. 20120349**

between

OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION
Old Capitol Building, P.O. Box 47200
Olympia, WA 98504-7200

and

NORTHWEST EDUCATIONAL SERVICE DISTRICT 189
1601 R Avenue
Anacortes, WA 98221

Federal Identification #91-0868056

THIS AGREEMENT is made and entered into by and between the Northwest Educational Service District 189, hereinafter referred to as "ESD 189," and the Superintendent of Public Instruction, hereinafter referred to as "OSPI."

DEFINITIONS

For the purpose of this Agreement, the following definitions apply:

Integrity Rubric – The Response to Intervention (RTI) Essential Components Integrity Rubric is used by individuals who are responsible for monitoring school-level fidelity of RTI implementation. The rubric is aligned with the essential components of RTI.

Response to Intervention (RTI) – Rigorous implementation of RTI includes a combination of high-quality, culturally, and linguistically responsive instruction, assessment, and evidence-based intervention. Comprehensive RTI implementation will contribute to more meaningful identification of learning and behavioral problems, improve instructional quality, provide all students with the best opportunities to succeed in school, and assist with the identification of learning disabilities and other disabilities.

State Implementation and Scaling up of Evidence-based Practices (SISEP) – The role of the SISEP Center is to build the capacity of state education systems to implement and scale up effective education innovations statewide, so that every student can benefit from the intended outcomes.

PURPOSE OF THIS AGREEMENT

This Agreement is necessary to formalize the agreed upon efforts between OSPI and ESDs to increase the alignment and coordination of improvement activities specifically connecting RTI with school improvement work. This Agreement provides support to ESDs for work with school buildings implementing RTI that are in School Improvement Status and have a

percentage of students in special education greater than fifteen percent (15%).

Intended outcomes for this Agreement include:

- A reduction in the number of identified schools in AYP status for 2013 as a result of the special education cell;
- Improved referral practices for special education in identified schools as a result of increased alignment between RTI and School Improvement efforts; and
- Improved RTI efforts for identified districts as measured by the OSPI provided Integrity Rubric.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

ESD 189 shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth below:

1. Identify school buildings within ESD 189 that indicate the buildings are implementing RTI and have high percentages of students enrolled in special education equal to or greater than fifteen percent (15%) of school building total full-time employee enrollment.
2. Select at least three (3) school buildings identified in Task 1 above, to provide leadership training that supports the alignment of RTI and School Improvement in the areas of:
 - Data-based Decision-making;
 - Focused Goal setting;
 - Clarification of learning outcomes, full access to challenging curriculum for all students, and collaborative structures to improve the use of evidence based practices in teaching and learning;
 - Use of OSPI identified protocols and guidelines;
 - Resource Management;
 - Board relations and governance;
 - Community engagement; and
 - Implementation strategies consistent with the SISEP Center.
3. Assist the three (3) selected building teams in developing an improvement plan and an implementation plan that integrates the building's on-going RTI and School Improvement efforts.
4. Utilize designated trainers approved by OSPI for appropriate sections of the Essential Components of RTI modules.
5. Utilize designated Data Coaches approved by OSPI to work with the three (3) selected building teams.

In order to assist ESD 189 in their performance of the work set forth above, OSPI will provide:

- Technical assistance for the Access to Integrity;
- Access to webinar trainings, LIVE chats, and workshops on practical, hands-on strategies and processes associated with RTI; and
- Trainings on the science of implementation and scaling up of evidence-based practices consistent with the federally funded SISEP Center.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on February 15, 2012, or date of execution, whichever is later, and be completed on August 31, 2012, unless terminated sooner as provided herein.

PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The parties have determined that the cost of accomplishing the work herein will not exceed a total of one hundred thirty-two thousand, five hundred nineteen dollars (\$132,519). Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for services shall be based on the following rates or in accordance with the following terms, or as set forth in accordance with the budget in Attachment "A," which is attached hereto and incorporated herein.

Funds for the payment of this contract are provided by federal program Individuals with Disabilities Education Act, Part B, Catalog of Federal Domestic Assistance (CFDA) #84.323A.

BILLING PROCEDURE

ESD 189 shall submit invoices periodically to the attention of Tara Canlett, OSPI, Special Education, PO Box 47200, Olympia WA 98504-7200, or email (tara.canlett@k12.wa.us). The invoices shall include the Agreement number and document to the Superintendent's designee's satisfaction a description of the work performed and payment requested per Attachment A, Budget. Description of the work performed shall include: training date, training activity, signed attendance roster, and building assignment of each attendee.

Within approximately thirty (30) working days of the Superintendent's designee receiving and approving the invoice, payment will be mailed or electronically transferred to the ESD 189 by Agency Financial Services, OSPI. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within thirty (30) days after the expiration date or the end of the fiscal year, whichever is earlier.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

Contract Manager for OSPI	Contract Manager for ESD 189
Leslie Pyper Director, State Personnel Development Grant Old Capitol Building, P.O. Box 47200 Olympia, WA 98504-7200 Phone: (360) 725-6075 Fax: (360) 586-0247 Email: Leslie.Pyper@k12.wa.us	Dr. Kathy Shoop Assistant Superintendent, Teaching & Learning Support Division 1601 R Avenue Anacortes, WA 98221 Phone: (360) 299-4036 Fax: (360) 299-4070 Email: kshoop@nwesd.org

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the Agreement, including materials incorporated by reference.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RESPONSIBILITIES OF THE PARTIES

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act or omission of any person, agency, firm, or corporation not a party to this Agreement.

RIGHTS IN DATA

Copyright in all material created by ESD 189 and paid for by OSPI as part of this Agreement shall be the property of the State of Washington. Both OSPI and ESD 189 may use these materials, and permit others to use them, for any purpose consistent with their respective missions as agencies of the State of Washington. This material includes, but is not limited

to: books, computer programs, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Material which ESD 189 provides and uses to perform this Agreement but which is not created for or paid for by OSPI shall be owned by ESD 189 or such other party as determined by Copyright Law and/or ESD 189's internal policies; however, for any such materials, ESD 189 hereby grants (or, if necessary and to the extent reasonably possible, shall obtain and grant) a perpetual, unrestricted, royalty free, non-exclusive license to OSPI to use the material for OSPI internal purposes.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

TERMINATION

Either party may terminate this Agreement upon thirty (30) days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION DUE TO FUNDING LIMITATIONS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, OSPI may, without advance notice and without liability for damages, terminate this Agreement by providing written notice to ESD 189. The termination shall be effective on the date specified in the termination notice.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

TERMINATION PROCEDURE

Upon termination of this Agreement, OSPI, in addition to other rights provided in this Agreement, may require ESD 189 to deliver to OSPI any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

OSPI shall pay to ESD 189 the agreed upon price, if separately stated, for completed work and services accepted by OSPI and the amount agreed upon by ESD 189 and OSPI for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by OSPI, and (d) the protection and preservation of the property, unless the termination is for cause, in which case OSPI shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause for this Agreement. OSPI may withhold from any amounts due to ESD 189 such sum as OSPI determines to be necessary to protect OSPI against potential loss or liability.

The rights and remedies of OSPI provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this Agreement.

After receipt of a notice of termination, and except as otherwise directed by OSPI, ESD 189 shall:

- a. Stop work under this Agreement on the date and to the extent specified, in the notice;
- b. Place no further orders or subcontractors for materials, services or facilities except as may be necessary for completion of such portion of the work under the Agreement that is not terminated;
- c. Assign to OSPI, in the manner, at the times, and to the extent directed by OSPI, all rights, title, and interest of ESD 189 under the orders and subcontracts in which case OSPI has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of OSPI to the extent OSPI may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to OSPI and deliver, in the manner, at the times and to the extent as directed by OSPI, any property which, if the Agreement had been completed, would have been required to be furnished to OSPI;
- f. Complete performance of such part of the work not terminated by OSPI; and
- g. Take such action as may be necessary, or as OSPI may direct, for the protection and preservation of the property related to this Agreement which, in is in the possession of ESD 189 and in which OSPI has or may acquire an interest.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Northwest Educational Service District
189

Superintendent of Public Instruction
State of Washington

AW Jenkins *Supt*
Signature Title
ks
AW Jenkins *3.1.12*
Print Name Date

Sheryl Turner
Sheryl Turner, Contracts Administrator
March 5, 2012
Date

Who certifies that he/she is the Contractor identified herein, OR a person duly qualified and authorized to bind the Contractor so identified to the foregoing Agreement.

Approved as to FORM ONLY
by the Assistant Attorney General

ATTACHMENT A
Budget
ESD 189

ACTIVITIES	DUE DATE	INVOICE
<ul style="list-style-type: none"> ◆ Referral process for special education examined/refined - leading to improved referral process (Document current accuracy rate of referrals). ◆ Baseline implementation scores via RTI integrity rubric interview process documented in UW-T Dashboard. ◆ Progress Report on: Improvement/Implementation plan. 	<p>March 31, 2012</p>	<p>\$33,129.75</p>
<ul style="list-style-type: none"> ◆ Integrated Improvement Plan ◆ Integrated Implementation Plan ◆ Progress Report on: Improvement/Implementation plan. 	<p>April 1, 2012 May 1, 2012 May 31, 2012</p>	<p>\$33,129.75</p>
<ul style="list-style-type: none"> ◆ Feedback loop on ESD assistance (training/coaching) establish. ◆ Process for reviewing feedback established, including protocols for how/when feedback will be incorporated. ◆ Progress Report on: Improvement/Implementation plan. 	<p>July 1, 2012 July 31, 2012</p>	<p>\$33,129.75</p>
<ul style="list-style-type: none"> ◆ Documented incremental progress in student performance (dependent on areas of need, reading and/or math). ◆ Document improved process of referrals to special education. ◆ FINAL Progress Report on: Improvement/Implementation plan. 	<p>August 31, 2012</p>	<p>\$33,129.75</p>
<p>Total allocated budget</p>		<p>\$132,519.00</p>

**ATTACHMENT A
Budget
ESD 189**

Compensation for the work provided in accordance with this Agreement is projected at \$132,519.

This project is based on

- ◆ A base allocation of \$75,000 for ESD 189;
- ◆ Per diem reimbursement of a maximum of 124 staff for one training per month for the time period February 15, 2012, through August 31, 2012;
- ◆ Reimbursement for attendees' travel costs at allowable state rate for one training per month for the time period February 15, 2012, through August 31, 2012.

Compensation for the work provided may vary from amount projected depending upon building participation and attendee participation but cannot exceed the amount of the contract.

Buildings	# of FTE	Mileage Bldg to ESD Roundtrip	# of cars	Mileage x # of cars x 6 meetings	Mileage x per diem (.51)
#1	46	112	23	15,456	\$ 7,882.56
#2	39	36	20	4,320	\$ 2,203.20
#3	39	114	20	13,680	\$ 6,976.80
	124	262	63	33,456	\$ 17,062.56

Base	\$75,000
Mileage	\$17,063
FTE @ \$326.26	\$40,457
	<u>\$132,519</u>