

**INTERLOCAL AGREEMENT
Agreement No. 20150173**

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
Unified Business Identifier #600-253-146

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

PURPOSE OF THIS AGREEMENT

This Agreement is necessary for the successful implementation and operation of Washington State's Migrant Education Program (MEP) Service Delivery Plan (SDP). ESD 189 shall provide local district/school assistance/guidance in developing capacity to implement effective supplemental instructional and support services leading to increased academic achievement for migrant students.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The 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. Deliver services and/or activities outlined in Attachment A – Scope of Work, which is attached hereto and incorporated herein.
2. Ensure that staff delivering program services hold and/or acquire migrant program experience and expertise. Verification shall be reported in the Migrant Student Data Recruitment Database.

3. Within thirty (30) days of this agreement's start date, submit a calendar of activities to be completed with schools and districts within the ESD.
4. Adhere to the reporting requirements for the purpose of the MEP evaluation as per OSPI's MEP guidance: https://www.msdr.org/msis/admin_mep/.
5. Ensure that the services delivered and cost incurred are supplemental and in accordance with the MEP goals and purpose.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on September 2, 2014, or date of execution, whichever is later, and be completed on August 31, 2015, 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 two hundred forty-seven thousand, seven hundred and forty-eight dollars (\$247,748). 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 in accordance with Attachment B – Budget, which is attached hereto and incorporated herein. Note that total line item amounts may vary based on agreement needs, but only within the maximum consideration of this agreement.

Funds for the payment of this contract are provided by federal program Title I, Part C, Migrant Education, Catalog of Federal Domestic Assistance (CFDA) #84.011A.

BILLING PROCEDURE

ESD 189 shall submit invoices to Lupe Ledesma, on a monthly basis, beginning in October 2014. 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. Within approximately thirty (30) working days of the Superintendent's designee receiving and approving the invoice, payment will be mailed or electronically transferred to 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.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY

If federal funds are the basis for this Agreement, ESD 189 certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or agency. The (state agency abbreviation) further certifies that they will ensure that potential subcontractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed twenty-five thousand dollars (\$25,000), and sub-awards to subrecipients for any amount. ESD 189 may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking the "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" provided on-line by the General Services Administration.

CONTRACT MANAGEMENT

The following shall be the contact person for all communications and billings regarding the performance of this Agreement.

ESD 189	OSPI
Kathy Shoop Assistant Superintendent, Teaching & Learning Department 1601 R Avenue Anacortes, WA 98221 Phone: (360) 299-4048 Fax: (360) 299-4078 Email: kshoop@nwsd.org	Lupe Ledesma Program Manager Old Capitol Building, P.O. Box 47200 Olympia, WA 98504-7200 Phone: (360) 725-6147 Fax: (360) 664-0256 Email: lupe.ledesma@k12.wa.us

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;
- c. Attachment A – Scope of Work;
- d. Attachment B – Budget; and
- e. 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 (6) 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

Gerald W. Jenkins Superintendent
Signature Title

Sheryl Turner
Sheryl Turner, Contracts Administrator

Gerald W. Jenkins 8/28/14
Print Name Date

August 29, 2014
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 – Scope of Work

Washington State Title I, Part C, Migrant Education Program (MEP) Service Agreement between Office of Superintendent of Public Instruction (OSPI) and Educational Service District (ESD)

As identified by the State Service Delivery Plan, ESD 189 Migrant Education Program staff will provide technical assistance to meet the identified needs of migrant students including training and activities designed to impact the following:

- Closing the achievement gap for migrant students in reading, writing, science, and math;
- Continuance of migrant students (e.g., grade promotion, drop-out prevention; drop-out student retrieval);
- Access to English language development services through TBIP and Title III programs;
- Access to non-academic support such as advocacy and outreach, professional development, family literacy, integration of technology into educational and related programs, or transition of secondary school students to postsecondary education or employment.

Program Planning

1. Provide training to migrant-funded districts and schools in the use of data to inform and tailor supplemental instruction. Data analysis shall include subject areas and /or strands in which migrant students have not met standard(s). (Any necessary pre-training will be provided by OSPI.)
2. Provide technical assistance (TA) to districts in identifying and planning supplemental services for migrant students.
 - a. TA to districts on revising grant applications based on data results (Fall 2014);
 - b. TA to districts in planning summer programs (2014-15) and intersession activities during school year 2014-15.
 - c. TA to districts in analyzing data to determine the needs of migrant students (Spring 2015); and
 - d. Assist districts in the identification and access to other programs and resources for which migrant students are eligible. Determine which services to be provided by MEP. Other programs include, but are not limited to:
 - i. Student Academic Success (school improvement);
 - ii. Title I, Part A (school wide or targeted assistance);
 - iii. State Learning Assistance Program;
 - iv. State Transitional Bilingual Instructional Program;
 - v. Title III Language Acquisition Program;
 - vi. McKinney-Vento Homeless Education;
 - vii. Advance via Individual Determination (AVID);
 - viii. Navigation 101; and/or
 - ix. Credit Retrieval Programs
3. Work with non-project migrant districts to determine migrant student needs and assist districts in the identification and access to other programs and resources for which migrant students are eligible.

Attachment A – Scope of Work

<p>4. ESD Migrant Education Program staff may provide expertise and guidance to other ESD programs and staff regarding broader projects and activities that impact migrant students and their families. The purpose, goals and objectives of these projects and activities shall be identified and measurable outcomes documented by the contracted ESD for review by OSPI Migrant staff.</p>
<p>Training Development</p>
<p>5. Participate with OSPI in the continued development of applied science and math training models that are aligned with state goals and common core state standards and embed student leadership strategies within the training models.</p>
<p>6. Participate with OSPI in the continued development of trainings for the Migrant Graduation Specialist and Student Advocates to ensure activities and efforts are conducted with District level participation and are within the approved state job description. Activities related to the Migrant Graduation Specialist and Student Advocate positions must be targeted at PFS and other migrant students most at-risk of not meeting state academic and achievement standards.</p>
<p>7. Participate with OSPI in the continued development of summer school planning and training, including updates for Math MATTERS or MASTERS materials.</p>
<p>Professional Development</p>
<p>8. Provide training and TA to districts and school teaching staff (certificated and paraprofessional) on the applied science and math training models.</p>
<p>9. Provide training to districts and schools on implementation of leadership components in the developed applied science and math models.</p>
<p>10. Provide training and TA to districts and school teaching staff (certificated and paraprofessional) on effective Academic Language development in the content areas. (Any necessary pre-training will be provided by OSPI).</p>
<p>11. Provide training and TA to districts and school teaching staff (certificated and paraprofessional) on effective reading comprehension strategies in the content areas. (Any necessary pre-training will be provided by OSPI).</p>
<p>12. Provide training to districts and school teaching staff (certificated and paraprofessional) on strategies for analyzing writing using a variety of reading genres.</p>
<p>13. Provide training focused on the needs of Out-of-School Youth, that provides information to districts and schools on:</p> <ol style="list-style-type: none"> a. The number of migrant Out-of-School Youth (ages 16-21) within the ESD service area; b. Recommendations on how to retrieve students to complete their high school education; and c. Accessing resources and opportunities for Out-of-School Youth (e.g., GED, HEP, ESL, community college or technical institutions). d. Facilitate communication between Districts and the Migrant Student Data and Recruitment (MSDR) office Out of Youth School Coordinator to connect Out of School Migrant School Youth to services and outreach efforts that are available through MSDR. e. Communicate, facilitate, and coordinate access for MSDR Out-of-School Youth Coordinator to assist in the recovery of out-of-school youth into high school or other academic programs available in the region.

Attachment A – Scope of Work

<p>14. Provide training to Migrant Education Program graduation specialists and/or student advocates regarding activities and efforts to meet the identified needs of migrant students, including PFS migrant students.</p>
<p>15. Collect evaluation data for each completed training to guide in the on-going collaboration and program improvement efforts with OSPI.</p>
<p>Parent Engagement</p>
<p>16. With districts in the ESD region, conduct an analysis of migrant parent engagement (e.g. using surveys or other metrics with parent advisory committees, district personnel, or community organizations). Submit preliminary findings to OSPI by January 31, 2015. By June 30, 2015, provide OSPI with documentation and outcomes related to:</p> <ol style="list-style-type: none">1. Training to districts on the strategies for effective migrant parent/family engagement.2. Information for developing effective family literacy.3. Direct support to Districts and LEA Advisory committees to develop parent engagement activities and practices.
<p>17. Work with districts, schools, MSDR OSY Coordinator, and local communities to facilitate recruitment and registration of migrant students, parents/families participation in state-sponsored events/activities including the State Advisory Committee.</p>
<p>Student Engagement</p>
<p>18. Work with districts and schools on the recruitment of migrant students to participate in Dare to Dream, Voices from the Field, and State Conference events.</p>
<p>Other Activities</p>
<p>19. Other Duties:</p> <ol style="list-style-type: none">a. Attend at least five (5) OSPI-scheduled program meetings and trainings on October 15-16, 2014, January 7-8, 2015, March 11-12, 2015, May 13-14, 2015, and August 19-20, 2015 (dates subject to change with OSPI approval);b. Conference presenting (e.g., MEP State Conference, NASDME National Conference 2015 in Seattle);c. Summer school planning; andd. Math MASTERS OR MATTERS, Engineering is Elementary training.
<p>20. Complete evaluation of activities and keep copy on file for OSPI review.</p>
<p>21. Reporting:</p> <ol style="list-style-type: none">a. Report activities and evaluation to Migrant Student Data Recruitment (MSDR) Database beginning on the agreement state date or date of execution, whichever is later. Reports shall be submitted for review quarterly by November 30, 2014, February 28, 2015, May 31, 2015, and August 31, 2015.

Attachment B - Budget
NWESD 189 SY 2014-15

MIGRANT SERVICE	BUDGET
Salaries	139,311.00
Benfits	47,790.00
Supplies/Materials	
Incldes Supplies, food with meetings, postage, shipping, and instructional materials	4,150.00
Purchased Services	
Includes background checks, external rent, advertising, registration fees, telephone, and video conference	6,091.00
Travel	11,187.00
Debit Transfers	
	2,000.00
	300
	300
	200
	7,464.00
	1,000.00
	7,499.00
	18,763.00
Subtotal Direct Expenditures	227,292.00
Indirect 9%	20,456.00
Grand Total	247,748.00