

**INTERLOCAL AGREEMENT
Agreement No. 20140387**

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 "NWESD" 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 the Washington Transforming Professional Learning (WA-TPL) project which focuses on enhancing critical state and regional-level infrastructures and capacity for developing sustained, results-driven, standards-based statewide and regional professional learning so that school district and building leaders will have the knowledge and skills to create the conditions necessary for every educator within his or her district to increase their instructional capacity to make the instructional shifts that new career- and college-ready learning standards entail.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The role of NWESD is to engage its Assistant Superintendent for Teaching & Learning as a critical regional communicator, convener, connector, and overall supporter of WA-TPL statewide and regional efforts. NWESD shall work with OSPI and its external partner, Learning Forward Washington (LFWA) to support regional professional learning efforts that first focus on identified districts in the region, and that includes wider district engagement beyond the WA-TPL districts. The intent is that the work of WA-TPL will be woven into existing NWESD efforts underway that already engage district teaching and learning leaders in Common Core State Standards and Next Generation Science Standards implementation.

NWESD 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. Host informational sessions for districts and/or key ESD leaders to learn about the WA-TPL opportunity and to provide input on its development.
2. Participate in the selection process of WA-TPL Lab and Critical Friend Districts.
3. Host and attend the statewide WA-TPL project launch and new WA-TPL district orientation meeting via K-20 videoconference.
4. Advise OSPI and LFWA with the selection and assignment of WA-TPL coaches.
5. Make connections with selected WA-TPL district leadership teams and WA-TPL assigned coaches prior to October in-person convening (June – September 2014).
6. Participate in planning for and attend the first annual statewide WA-TPL in-person convening of all WA-TPL districts and key stakeholders (October 1-2, 2014).
7. Participate in monthly K-20 video conferences with all WA-TPL key leaders including OSPI, LFWA, ESD leads, WA-TPL evaluator, and WA-TPL coaches to calibrate statewide support, problem solve, and design strategies to address statewide and regional professional learning needs that emerge through work with WA-TPL districts (August and September 2014).

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on June 4, 2014, or date of execution, whichever is later, and be completed on October 31, 2014, 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 five thousand dollars (\$5,000). Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount.

BILLING PROCEDURE

NWESD shall submit one invoice to Daniel J. Bissonnette, Ed.D, WA-TPL Project Manager, upon completion of the tasks noted in the Scope of Work. 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 NWESD 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 following shall be the contact person for all communications and billings regarding the performance of this Agreement.

OSPI	NWESD
Daniel J. Bissonnette, Ed.D WA-TPL Project Manager Old Capitol Building, P.O. Box 47200 Olympia, WA 98504-7200 Phone: (360) 725-6352 Email: dan.bissonnette@k12.wa.us	Kathy Shoop Assistant Superintendent for T & L 1601 R Avenue Anacortes, WA 98221 Phone: (360) 299-4036 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:

- Applicable state and federal statutes and rules
- Statement of work
- 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 NWESD and paid for by OSPI as part of this Agreement shall be the property of the State of Washington. Both OSPI and NWESD 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 NWESD provides and uses to perform this Agreement but which is not created for or paid for by OSPI shall be owned by NWESD or such other party as determined by Copyright Law and/or NWESD's internal policies; however, for any such materials, NWESD 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 NWESD. 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 NWESD 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 NWESD the agreed upon price, if separately stated, for completed work and services accepted by OSPI and the amount agreed upon by NWESD 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 NWESD 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, NWESD 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 NWESD 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

AMENDMENT 01

Modification of Contract between the State Superintendent of Public Instruction, State of Washington
(hereinafter referred to as Superintendent)

and

NORTHWEST EDUCATIONAL SERVICE DISTRICT #189

(hereinafter referred to as Contractor)

Which commenced the 17th day of June 2014, and terminates the 31st day of October 2014, and is numbered 20140387.

For and in consideration of the mutual promises contained in this modification of contract, the Superintendent and Contractor do mutually agree to modify the contract identified above as follows:

THE STATEMENT OF WORK SECTION shall be amended to read as follows:

The role of NWESD is to engage its Assistant Superintendent for Teaching & Learning as a critical regional communicator, convener, connector, and overall supporter of WA-TPL statewide and regional efforts. NWESD shall work with OSPI and its external partner, Learning Forward Washington (LFWA) to support regional professional learning efforts that first focus on identified districts in the region, and that includes wider district engagement beyond the WA-TPL districts. The intent is that the work of WA-TPL will be woven into existing NWESD efforts underway that already engage district teaching and learning leaders in Common Core State Standards and Next Generation Science Standards implementation.

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THE PAYMENT SECTION shall be amended to read as follows:

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 ~~five thousand dollars (\$5,000)~~ six thousand dollars (\$6,000). Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount.


ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT REMAIN IN FULL FORCE AND EFFECT.

This modification of contract shall take effect at midnight the 8th day of July 2014, or the date of execution, whichever is later, OR the date of approval by the Department of Enterprise Services in the event such filing is required by state law or rules, whichever date is the latest.

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment.

Northwest Educational Service District #189

Superintendent of Public Instruction
State of Washington


Signature Title


Sheryl Turner Contracts Administrator

Gerald W. Jenkins
Print Name Date

July 14, 2014
Date

Approved as to FORM ONLY
by the Assistant Attorney General