

**INTERLOCAL AGREEMENT
Agreement No. 20170168**

between

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

and

NORTHWEST EDUCATIONAL SERVICE DISTRICT 189
1609 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 "NWESD 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). NWESD 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

NWESD 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 and Budget, which is attached hereto and incorporated herein.
2. Ensure that staff delivering program services receive professional learning, if necessary, to ensure they have migrant program expertise.
3. Adhere to MEP reporting requirements as per OSPI's MEP guidance. All activity reporting is to be entered onto the Migrant Student Information System website: https://www.msdr.org/msis/admin_mep/.

4. Ensure that the services delivered and costs incurred 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 1, 2016, or date of execution, whichever is later, and be completed on August 31, 2017, 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-six thousand, two hundred and thirty-four dollars (\$246,234).

Contractor shall contact, via email the OSPI Contract Manager for approval of out of state travel prior to encumbering Migrant funds for this purpose.

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 A – Scope of Work and 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. If a budget line item change is necessary, NWESD 189 shall contact via email, the OSPI Contract Manager, to initiate an amendment prior to expending additional funds in any budget category.

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

BILLING PROCEDURE

NWESD 189 shall submit invoices to the Contract Manager. Invoices are to be submitted periodically based on completion of Deliverables as noted on Attachment A – Scope of Work and Budget, beginning in October 2016. The invoice(s) shall include the Agreement number and document to the Contract Manager's satisfaction a description of the work performed and payment requested. Within approximately thirty (30) calendar days of the Contract Manager receiving and approving the invoice, payment will be mailed or electronically transferred to NWESD 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

The NWESD 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. NWESD 189 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. NWESD 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, and Washington State vendor debarment list.

CONTRACT MANAGEMENT

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

NORTHWEST EDUCATIONAL SERVICE DISTRICT 189	OSPI
Pam Estvold Assistant Superintendent 1601 R Avenue Anacortes, WA 98221 Phone: (360) 299-4036 Fax: (360) 299-4071 Email: pestvold@nwesd.org	Lupe Ledesma Program Supervisor Old Capitol Building, P.O. Box 47200 Olympia, WA 98504-7200 Phone: (360) 725-4464 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:

- Applicable state and federal statutes and rules;
- Statement of work;
- Attachment A – Scope of Work and Budget; and
- 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 189 and paid for by OSPI as part of this Agreement shall be the property of the State of Washington. Both OSPI and NWESD 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 NWESD 189 provides and uses to perform this Agreement but which is not created for or paid for by OSPI shall be owned by NWESD 189 or such other party as determined by Copyright Law and/or NWESD 189's internal policies; however, for any such materials, NWESD 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) calendar 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 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 NWESD 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 NWESD 189 the agreed upon price, if separately stated, for completed work and services accepted by OSPI and the amount agreed upon by NWESD 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 NWESD 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, NWESD 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 NWESD 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 NWESD 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

Larry Francois *Supt.*
Signature Title

Sheryl Turner
Sheryl Turner, Contracts Administrator

Larry Francois *8/29/16*
Print Name Date

August 30, 2016
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

pe
8/26/16
cb

Attachment A – Scope of Work and Budget

**Scope of Work- Migrant Education Program: ESD 189
September 1, 2016-August 31, 2017**

<p>OSPI/ESD Collaborative Goals:</p> <ul style="list-style-type: none"> A. Clear alignment between SDP, IGrants, ESD Scope of Work and reporting requirements; B. Cross Collaboration with OSPI Teaching and Learning Teams; C. Cross Collaboration with OSPI TBIP and Title III programs to ensure access to English Language development programs for Migrant students; D. Closing the achievement gap for migrant students in English Language Arts (ELA), science and math; E. Ongoing collaboration with OSPI and school districts in each region in support of continuance for migrant students (e.g., grade promotion, drop-out prevention; credit retrieval). F. Support non-academic activities such as advocacy and outreach on behalf of migrant students, family engagement and literacy; G. Facilitate Early Childhood Programming models for Migrant Students; H. With project and Non-project districts, identify innovative program models and interventions that have demonstrated improved student academic outcomes. 	<p>IDENTIFIED PRIORITIES - State Service Delivery Plan:</p> <p>Priority 1 – Academics: Close the achievement gap for Migrant students in English Language Arts (ELA), science, and math.</p> <p>Priority 2 – Continuance: Close gaps for Migrant students related to graduation, drop out, on-time graduation rates.</p> <p>Priority 3 – English Language Proficiency: Close the achievement gap between English proficient migrant students and LEP migrant. Emphasize coordination of services with TBIP and Title III to focus on language acquisition support.</p> <p>Priority 4 –Non-academic Services: Support (A) advocacy and outreach activities for migratory children and their families, (B) professional learning opportunities; (C) family literacy programs, (D) integration of technology into educational and related programs; and (E) programs to facilitate the transition of secondary school students to postsecondary education or employment.</p>
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<p>#1 MEP Program Coordination and Regional Communication</p> <p>Variable costs: Implementation staff</p>	<p>1. Statewide Collaboration and Coordination With OSPI, work with both project and 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.</p> <p>In collaboration with ESD and OSPI staff, plan for implementation of 'Basics of Migrant Education' training for new District and ESD personnel assigned to Migrant education programs.</p> <p>With project and Non-project districts, identify innovative program models and interventions that have demonstrated successful student academic outcomes and develop implementation plan.</p> <p>2. Migrant Data Analysis Within each ESD, conduct regular internal meetings to use and analyze student data to inform development and implementation of new program models, professional learning and technical assistance to school districts whose Migrant students are not meeting standard. Utilize MSDRS resources as needed.</p> <p>Collect input from ESD and District staff to develop targeted regional professional learning offerings. Develop professional learning/technical assistance plan for each ESD and share with OSPI MEP.</p> <p>3. Customized ESD Networks Coordinate regional network meetings between ESD and district personnel.</p> <p>4. Reporting Report data and activities to Migrant Student Information System (MSIS) Database. Coordinate with ESD/District staff to provide access to professional learning opportunities and reporting requirements with MSIS database, MSDRS reports, and OSPI professional learning. Submit to OSPI, performance based reports/evaluations with invoices for completed activities.</p> <p>5. Technical Assistance: iGrant Support and MSIS Reporting Provide technical assistance to districts on grant applications based on data results (Fall 2015).</p>	<p>\$84,500*</p> <p>*including indirects</p>
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#1
MEP Program
Coordination and
Regional
Communication
(con't.)

6. Summer School, Intersession and Summer Academy Programs

Provide technical assistance to districts in identifying and planning supplemental services for migrant students including planning summer school and intersession programs to provide ELA, math, and science support.

For project and non-project districts, identify dedicated ESD staff to support recruitment and coordination with districts/parents to increase student access and participation in summer school and intersession programs, Dare to Dream (D2D) (6 Academies) and Voices from the Field Academies (2 Academies).

7. Advocacy/Outreach

ESD will dedicate Migrant funded staff to the following annual activities:

With OSPI, assist with regional planning and recruitment strategies for parents, students, educators and ESD specialists to increase awareness of and advocacy for the Voices from the Field and Dare to Dream Academies.

Staff from each ESD to attend one Dare to Dream and/or Voices from the Field Academy.

Staff from each ESD to attend/and or present at the Annual State Migrant Education Conference.

Activity	Deliverables	2016-17 Allocation
<p>#2 MEP Program Design and Development</p>	<p>8. Service Delivery Plan Participate in Service Delivery Plan (SDP) process and contribute to development of new three year SDP. Ongoing Program planning to assist districts and schools to address current SDP requirements.</p> <p>9. Early Childhood Program Models Participate in the process to identify and recommend effective program models, funding sources, collaborations, and implementation processes to support early childhood programming for Migrant children.</p> <p>10. Non-project Districts Communicate with and assist Non-project districts to identify other programs and resources for which migrant students are eligible.</p>	<p>\$7,350* *including indirects</p>

Activity	Deliverables	2016-17 Allocation
<p>#3 Agency Embedded Professional Learning and Technical Assistance</p>	<p>11. Collaborate with OSPI Content area Teaching and Learning Staff in Math, Science, & ELA In alignment with SDP Goals and Targets, coordinate professional learning opportunities with OSPI programs and ESD initiatives.</p> <p>With OSPI staff, attend scheduled OSPI/ESD collaborative meetings to address Title I Part C Migrant Education requirements that address logistical and operational aspects of MEP, dates: October 5, 2016, Olympia January 18, 2017, Yakima May 10, 2017, Anacortes</p>	<p>\$12,500* *including indirects</p>

12. OSPI Teaching and Learning teams/ ESD Content Specialists Collaboration

Coordinate professional learning opportunities with OSPI, ESD content leads, and state ESD Regional Coordinator groups to insure coherence in efforts to close the achievement gaps for migrant students.

13. Professional Learning for District leadership, school teaching staff

(certificated and paraprofessional) in ELA, Math, Science, and Family Literacy
Develop focused professional learning on District awareness of Equity and Access to academic opportunities for Migrant students in low performing schools.

With OSPI MEP, receive baseline information on the number of migrant students in AP courses by region. ESD MEP staff contribute to the development of a communication plan to share information with district leadership and guidance counselors, by region.

To address Migrant student achievement gaps as identified by SDP and state achievement tests, create professional learning opportunities in effective strategies specific to meeting the needs of migrant students to close these gaps.

Support School buildings and districts to close the state percentage gap in reading by providing family literacy opportunities designed to strengthen family literacy in the home.

ESD MEP staff, in collaboration with OSPI and MSDRS, identify priority and focus schools in each region and determine the number of Migrant students in each school. Develop targeted professional learning and technical assistance in collaboration with OSSS programs to address Migrant student needs in Priority and Focus schools.

14. Language Development, Language Acquisition

To address Migrant language acquisition deficits as measured by state achievement tests, create professional learning opportunities in effective strategies specific to closing these gaps.

With OSPI Title III/TBIP and MEP staff, provide professional learning for district and ESD staff on Principles of Second Language Acquisition, English Language Development, Academic Language, ELL Program Models and English Language Proficiency Standards.

Support districts to coordinate services so that Limited English proficient migrant students are receiving language development services through the State Bilingual Instructional Program, Title III (extended day, summer, or intersession programming), or other applicable resources.

Provide assistance to schools to offer reading support in appropriate settings including after school and summer programs focused in the areas of comprehension and academic vocabulary

**#4
Professional
Learning:
Academic**

development.

Activity

Deliverables

2016-17

Allocation

\$40,884*

*including indirects

15. Student Engagement/Leadership

With OSPI MEP, ESD staff attends Summer Academies to build awareness about migrant students through focus group activities.

16. Parent and Student Engagement

Identify dedicated ESD team to coordinate, develop, and implement opportunities including Project FIT for migrant parents to participate in planning school and/or regional educational and parent engagement program activities.

Each ESD send MEP team members to attend one regional Parent Advisory Committee (PAC) meeting per year.

Support districts in developing opportunities for parents to build awareness about their roles and responsibilities within the school system, including understanding of instructional materials, state assessments and academic standards.

Identify and implement opportunities for districts to celebrate, honor, and increase awareness of migrant families' Funds of Knowledge and lifestyles.

Help build parent awareness and support district's efforts to recruit students to participate in summer credit bearing Dare to Dream High School Academies and Middle School Voices from the Fields Academies that offer curricula in the Performing Arts, STEM, Academic and Leadership skills and College and Career readiness.

17. Basics of Migrant Education

ESD/OSPI to provide school personnel with professional learning opportunities related to the unique characteristics of migratory culture including, but not limited to:

- Seven Areas of Concern;
- Understanding Migratory Lifestyle;
- Parent roles and responsibilities;
- Support for professional learning related to Migrant Student Funds of Knowledge.

18. Continuance of Migrant Students (Graduation)

- Support OSPI's regional efforts to work with Districts to expand access to programs designed for credit retrieval.

**#5
Professional
Learning:
Non-Academic**

<p>#5 Professional Learning: Non-Academic (con't.)</p>	<p>Continuance of Migrant Students (Graduation) [Continued]</p> <p>19. MGS and Student Advocates</p> <ul style="list-style-type: none"> • Identify MGS student advocates in each region. • Connect quarterly with MGS staff to share resources and establish opportunities for collaboration, including but not limited to: <ol style="list-style-type: none"> 1. Identifying on-line courses for credit accrual; 2. Identifying Distance learning programs; 3. Student access to technological learning resources to promote skill building in the content areas; 4. Student understanding of graduation requirements and the correlation of graduation to employment and post-secondary education; <p>20. Health services (ESD 171 only) Will be rewritten with input from Cindy and OSPi student support</p>
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Activity	Deliverables	2016-17 Allocation
<p>#6 MEP Program Coordination</p> <p>Fixed costs: Admin (i.e. For monthly invoicing, divide total allocation by 12)</p>	<p>Program Coordinator(s) salary and benefits providing or directing activities to support MEP office hours, attending regional and state MEP meetings, providing online support, program administration, quarterly reports, MEP coordination within the region and with other ESDs.</p>	<p>\$67,000* *including indirects</p>
TOTAL ALLOCATION		\$246,234