



PARTIES TO THE AGREEMENT:

Educational Service ESD No. 112 (ESD112)
2500 NE 65th Avenue
Vancouver WA 98661

Service Provider

Northwest Educational Service District No. 189 (ESD 189)
1601 R Avenue
Anacortes WA 98221

IN WITNESS WHEREOF, the ESD112 and ESD 189 (together, the Parties) have executed this Agreement inclusive of all Exhibits listed on the date and year indicated below. Signed versions of this Agreement transmitted by facsimile copy or electronic mail shall be the equivalent of original signatures on original versions.

EDUCATIONAL SERVICE DISTRICT NO 112

Authorized Signature:

Date:

NORTHWEST EDUCATIONAL SERVICE ESD NO 189

Authorized Signature:

Date:

Summary Description of Service	Agreement Term	Fee
In partnership with the Educational Services Districts and Office of Superintendent of Public Instruction. The Educational Service Districts shall design and deliver professional development and support to school district leaders, to improve both inclusion in general education settings of students with disabilities ages 6-21 and outcomes.	Start Date: November 18, 2019	Total not to exceed: \$ 76,273.00
	End Date: June 30, 2020	
	Agreement Number	Federal CFDA or NA
	PO# To be assigned	NA

This Agreement consists of this signature and duties page and the following exhibits, which constitute the entire understanding of the Parties.

Exhibit A: Scope of Services Provided
Exhibit B: General Terms & Conditions
Exhibit C: Inclusionary Practices Design and Delivery Outline
Exhibit D: Budget and Billing Procedure

AGREEMENT CONTACTS

	<u>ESD112</u>	<u>CONTRACTOR</u>
	<u>Program / Service</u>	
Name:	Kathy Whitlock	Pam Estvold
Position:	Executive Director	Assistant Superintendent for Teaching & Learning
Phone:	360.952.3417	360.299.4036
Email:	kathy.whitlock@esd112.org	pestvold@nwesd.org

Billing

Name:	Angel Almendarez	Paula Molitor
Phone:	360.952.3437	360.299.4035
Email:	angel.almendarez@esd112.org	pmolitor@nwesd.org

Signature Authority/ Notice

Name:	Tim Merlino	Larry Francois
Position:	Superintendent	Superintendent
Phone:	360.750.7500	360.299.4003
Email:	tim.merlino@esd112.org	lfrancois@nwesd.org

ESD112 ACCOUNTING:

ACCT NO	5940 27 7000 0220 0000 0000 0	GRANT FUNDED?
DEPT APPROVAL	KW	Y [X] N []
FISCAL APPROVAL	AA	Grant End Date:
BUS SERVICES APPROVAL	TW	June 30, 2021

IF OPTING OUT OF ELECTRONIC SIGNATURE:

Send scanned copy of Agreement with executed signature by email to:
apcontracts@esd112.org

EXHIBIT A
SCOPE OF SERVICES PROVIDED

- I. **Purpose.** The general objective(s) of this Agreement shall be to participate in the partnership with OSPI, ESDs and other partners to design and deliver statewide professional development and support to school district leaders, to improve both inclusion in general education settings of students with disabilities ages 6-21 in Washington state, and outcomes (e.g., graduation and post-school).

- II. **Financial Terms.** ESD 189 shall invoice ESD112 an amount not to exceed seventy-six thousand two hundred seventy-three dollars (\$76,273.00) for project year one services described below, consistent with requirements of Exhibit B, Section II.
 - a. ESD 189 shall invoice ESD112 monthly. Invoices received after the 15th may not be paid until the following month.
 - b. ESD 189 shall provide an expenditure summary report with object code detail to support amounts invoiced.
 - c. The Final invoice shall be due no later than July 31, 2020.
 - d. ESD 189 shall pay the invoice, consistent with requirements of Exhibit B, Section II.

- III. **ESD 189 Responsibilities.** ESD 189 shall perform the following to accomplish Agreement objectives:
 - a. ESD 189 agrees to adhere to the budget and budget provisions outlined in Exhibit B and D.
 - b. Adhere to the provisions as outlined in *Exhibit C Inclusionary Practices Design and Delivery Work Scope Year 1*.
 - c. Provide expenditure summary report with object code detail to support amounts invoiced.
 - d. Provide an updated project staff list to ESD112.

- IV. **ESD112 Responsibilities.** ESD112 shall perform the following to accomplish Agreement objectives:
 - a. ESD112 shall pay the invoice, consistent with requirements of Exhibit B, Section II.
 - b. Provide on-going communication regarding project schedule and expectations.
 - c. ESD112 will assign a statewide coordinator to provide statewide project support.

- V. **General Provisions.**
 - a. **CREATIVE COMMONS ATTRIBUTION LICENSE.** ESD 189 understands that, except where otherwise agreed to in writing or approved by OSPI or ESD112, all original works of authorship produced under this Agreement shall carry a Creative Commons Attribution License, version 4.0 or later. All Materials ESD 189 has adapted from others' existing openly licensed resources must be licensed with the least restrictive open license possible that is not in conflict with existing licenses. Materials that are delivered under this Agreement, but that incorporate pre-existing materials not produced under this Agreement, ESD 189 will license the materials to allow others to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. If ESD 189 would like to limit these pre-existing portions of the work to non-commercial use, the Creative Commons Attribution-Non-Commercial-Share-Alike license, version 4.0 or later, is acceptable for these specific sections. ESD 189 warrants and represents that ESD 189 has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to apply such a license.

VI. Modifications to General Terms and Conditions. The following modifications are made to General Terms and Conditions in Exhibit B:

- a. **Section II. c. Finance, Budget & Property** shall be replaced in its entirety with the following:
Neither party is acquiring real property. Copyright in all material created by ESD 189 and paid for as part of this Agreement shall be the property of the State of Washington. OSPI, ESD 189 and ESD112 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 this agreement 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, nonexclusive license to OSPI to use the material for OSPI internal purposes.

- b. **Section V. j. General Provisions** shall be replaced in its entirety with the following:
Both Parties shall maintain books, records, documents, data and other materials compiled and related to the performance of their obligations under this Agreement for the time period required under law or any applicable grant agreement. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, OSPI, State Auditor Office, 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 State Auditor Office, OSPI, 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.

- c. **Section V. i. Intellectual Property** shall be replaced in its entirety with the following:
Copyright in all material created by ESD 189 and paid for as part of this Agreement shall be the property of the State of Washington. OSPI, ESD 189 and ESD112 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 this agreement 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, nonexclusive license to OSPI to use the material for OSPI internal purposes.

EXHIBIT B
GENERAL TERMS & CONDITIONS

I. AUTHORITY

- a. This Agreement between ESD112 and the ESD 189, is entered into in accordance with the authority granted in the Interlocal Cooperation Act, RCW 39.34.030 and provisions that authorize educational service districts to contract with each other for services, specifically 28A.310.010, 28A.310.180, 28A.310.200, 28A.320.080 and 28A.320.035
- b. The provision of educational, instructional or specialized services in accordance with this Agreement will improve student learning or achievement.
- c. A separate legal entity is not being created. ESD112 shall administer the joint undertaking described in the terms of this Agreement.

II. FINANCE, BUDGET & PROPERTY

- a. **Budget.** ESD 189 will budget for and pay the costs associated with services provided as detailed in "Exhibit A: Scope of Services Provided". A separate budget for this joint undertaking is not required.
- b. **Invoices.** ESD 189 shall invoice ESD112 as described in Exhibit A, Section II and Exhibit D. ESD112 shall pay the invoice within forty (45) days of receipt. Invoices may be billed electronically to contracts.invoices@esd112.org or by mail at ESD112's business mailing address.
- c. **Property.** Neither party is acquiring real property. Any personal property that is acquired will be owned and retained by the party that pays for the personal property.
- d. **Notice.** Whenever notice is required under this Agreement, it shall be provided by emailing or by mailing the notice to the contacts as provided. Notice shall be deemed effective upon the earlier of actual receipt or three (3) days after notice is deposited in the United States Mail, postage prepaid.

III. GENERAL OBLIGATIONS OF THE PARTIES. ESD112 and the ESD 189 shall:

- a. Conduct background checks on any officials, employees, volunteers or agents who may perform obligations under this Agreement and who may have access to children. No person employed or contracted by a party to the Agreement who has plead guilty to or been convicted of a felony crime specified in RCW 28A.400.322 shall have access to children. Failure to comply with this provision shall constitute grounds for immediate termination.
- b. Comply with federal, state, and local laws in performing obligations under this Agreement, and any policies or regulations adopted by the Parties' boards of directors, including restrictions on use of tobacco on school ESD 189 property.
- c. Obtain and maintain commercial general liability insurance and automobile liability insurance in an amount not less than \$1,000,000 per occurrence. The Parties shall, upon request, provide each other suitable evidence of the insurance coverage that is required.
- d. Obtain any licenses or permits that are required to perform their respective obligations under the Agreement.
- e. Comply with Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 C.F.R. §200) under the Office of Management and Budget (OMB) and the terms of any grant that is being implemented in whole or in part by this Agreement, as applicable.
- f. Perform their obligations in accordance with the terms of this Agreement AND any federal or state grant that is funding any of the obligations under this Agreement.

IV. TERMINATION. Either party may terminate this Agreement by providing the other party thirty (30) days prior written notice, provided ESD112 may terminate this Agreement immediately, without prior notice, if any of the funds ESD112 receives or has budgeted for in connection with its payment obligations under this Agreement are reduced or eliminated. Upon termination, the joint undertaking will be dissolved and the parties will retain ownership of the personal property they acquired in connection with this Agreement.

V. GENERAL PROVISIONS

- a. **Indemnification.** Both Parties agree to protect, defend, indemnify and hold the other party, and its directors, officers, agents and employees harmless from any and all claims and losses that are caused by the indemnifying party, or the indemnifying parties directors', officers', agents' or employees' negligent or malicious acts or omissions.
- b. **Assignment.** This Agreement may not be assigned by either party without prior written consent of the other party.
- c. **Whole Agreement.** The Parties acknowledge that they have read and understand this Agreement. The Parties further agree that this Agreement constitutes the entire agreement between the parties and supersedes all

communications, written or oral, related to the subject matter of this Agreement. This Agreement may only be modified or amended upon signed written agreement of both Parties.

- d. **Applicable Laws and Venue.** This Agreement shall be governed by the laws of the State of Washington. Venue for any legal action or proceeding arising out of or in any way related to this Agreement shall be in Clark County, WA.
- e. **Waiver.** No provision of this Agreement, or the right to receive reasonable performance of any act called for by its terms, shall be deemed waived by a waiver of a breach thereof as to a particular transaction or occurrence.
- f. **Severability.** If any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of the Agreement which can be given effect without the invalid term, condition, or application; to this end, the terms and conditions of this Agreement are declared severable.
- g. **Non-Discrimination.** Per the requirements of state, local and federal laws, including 13 CFR 145, ESD112 and the ESD 189 agree not to discriminate on the basis of race, color, creed, religion, national origin, age, sex, gender expression or identity, sexual orientation, genetic information, honorably discharged veteran or military status, marital status, family/parental status, income derived from a public assistance program, political beliefs, non-job-related physical, sensory, or mental disabilities, use of a trained guide dog or service animal, or retaliation for prior civil rights activity. Inquiries regarding compliance and/or grievance procedures for ESD112 may be directed to ESD112 at its address above.
- h. **Conflict of Interest.** Neither party shall receive compensation from more than one political subdivision of the state of Washington for the same work that is being done under this Agreement. If either party is providing services to another organization that are the same as the services being provided and compensated for under this Agreement, the amount paid under this Agreement shall constitute an overpayment, which shall be withheld from future payments or reimbursed. No person engaged in any activity associated with this Agreement has a personal financial interest, direct or indirect, in this Agreement. The ESD 189 and ESD112 warrant that neither party presently has interests, and will not acquire interests, directly or indirectly, which would create a conflict of interest in performing the obligations under this Agreement. Any direct or indirect conflict of interest must be disclosed.
- i. **Privacy.** Both Parties may have access to educational records that are confidential and subject to privacy protections under the Federal Educational Rights and Privacy Act. Both Parties shall take all necessary steps to protect the confidentiality of educational records and shall not disclose such records or the information obtained from having access to such records without obtaining the consent of the other party and the parent of the student whom the record pertains to.
- j. **Records.** Both Parties shall maintain books, records, documents, data and other materials compiled and related to the performance of their obligations under this Agreement for the time period required under law or any applicable grant agreement. Both Parties agree to provide the other party access to and copies of any such books, records, documents, data or other materials.
- k. **Exclusion, Debarment and Suspension Certification.** Per the requirements of Executive Order 12-549, ESD112 and the ESD 189 certify that neither they, nor their officers, directors, general managers or persons having primary management or supervisory responsibilities, are on the Excluded Parties List Report (web address: <http://www.sam.gov>) and that they are not presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded for the award of contracts by any federal governmental agency or department. ESD112 and the ESD 189 shall provide immediate written notice to each other if, at any time during the term of this Agreement, including any renewals hereof, they learn that this certification has become erroneous by reason of changed circumstances.
- l. **Intellectual Property.** Any materials ESD112 produces shall be owned by ESD112. ESD112 will be considered the author of such materials. To the extent materials being produced by the District in connection with this Agreement are found to be "works made for hire," the District hereby irrevocably assigns all right, title and interest in such materials, including intellectual property rights, to ESD112 effective from the moment of creation. The District shall not use any materials produced for ESD112 in connection with this Agreement without obtaining ESD112's prior written consent.

Notice. Whenever notice is required under this Agreement, it shall be provided by emailing or by mailing the notice to the contacts as provided. Notice shall be deemed effective upon the earlier of actual receipt or three (3) days after notice is deposited in the United States Mail, postage prepaid.

**EXHIBIT C
 INCLUSIONARY PRACTICES DESIGN AND DELIVERY WORK SCOPE YEAR 1**

Throughout the project, ongoing partnering within ESDs, OSPI and with the Inclusionary Practices Project Lead, the Center for Strengthening the Teaching Profession, will occur. Additionally, there is an expectation of collaboration with professional organizations across the state which support educational leaders, educators, families/parents, students, and school directors, including institutes of higher education educator and leader preparation programs in an effort to strengthen and align existing professional development and support activities, rather than duplicate them. Project personnel must include personnel with experience providing or supervising the provision of public education services with the state (i.e., practitioners of the targeted group(s)).

ESD 189 Work Plan:

Phase I WORK PLAN (PLANNING): Establish Project Structure and implementation supports		
Timing: Contract Execution - February 2020		
Tasks	Deliverables	Target Dates
Identify ESD Project Lead	Project staffing & Design Team representative	December 2019
Support project communication plan.	Communication about project shared in region.	December 2019
Project calendar	Participate in monthly project meetings.	January 2020
Provide feedback to evaluation plan	Evaluation plan	January 2020
Support regional school team identification	Pilot sites identified	January 2020
Phase I WORK PLAN (PLANNING): Co-Design Professional Learning Modules and Delivery Model		
Timing: Contract Execution - February 2020		
Tasks	Deliverables	Target Dates
Identify existing resources and identify learning progression	Learning Progression and description of modules and alignment of activities	February 2020
Support communication plan	Report inter- and intra-agency regarding project	February 2020
Support module development and curriculum guides	Complete modules	February - March 2020
Support communication plan	Communicate with partners as appropriate	February - March 2020
Phase II WORK PLAN (PLANNING): Pilot and refine professional learning module(s)		
Timing: March-May 2020		
Tasks	Deliverables	Target Dates
Organize regional in-person events	Calendar of statewide training	March 2020
Facilitate professional learning modules to pilot teams	Professional learning completed	March-May 2020

EDUCATIONAL SERVICE DISTRICT NO 189
 Inclusionary Practices Design and Delivery

Assist with planning for 2020/2021 events	Calendar of statewide 2020/2021 trainings	May-June 2020
Assist with data collection, evaluation and feedback to inform 2020/2021 professional learning modules	Finalized materials	June 2020
Support communication plans	Identification of 90 school teams	June 2020

Activities should address the need for all students with disabilities to increase access to the general education classroom, regardless of acuteness of disability, and consider the professional skills needed for:

- IEP teams to change decision-making patterns regarding where/what/how students receive special education services and support more than one year’s progress annually;
- School counselors to support the development of a high school and beyond plan that aligns with the IEP transition plan, leading to successful attainment of high school graduation and improved post-school outcomes;
- Families and students to plan and advocate for appropriate special education services that lead to the graduation pathways that support the student’s post- secondary goals;
- General education and special education teachers to work collaboratively to support the needs of students with disabilities;
- School and ESD 189 leaders to revise use of funds, school schedules, and current staffing patterns to support these changes; and
- Pre-service preparation of teachers and leaders to revise preparation programs to prepare new educators and leaders for inclusive practices.

EXHIBIT D

BUDGET AND BILLING PROCEDURE

BUDGET

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34 and the Interlocal Agreement No. 20200205 between OSPI and ESD112. The parties have determined that the cost of accomplishing the work herein will not exceed a total of seventy-six thousand, two hundred seventy-three dollars (\$76,273).

Year	ESD Name	Program Coordinator Salary	Program Specialist Salary	Staff Benefits	Space/ Network/ Phone	Staff Travel	Total	Indirect	Grand Total
Year 1	ESD189	33,252	9,544	18,719	5,200	2,000	68,715	7,558	76,273

BILLING PROCEDURE

ESD 189 shall submit invoices monthly to ESD112 based on services provided that are aligned with the budget provided in this exhibit and Statement of Work section Exhibit C. The invoices shall include the contract number and a supporting expenditure summary report with object code detail. Within approximately forty-five (45) calendar days of ESD112 receiving and approving the invoice, payment will be mailed to the ESD 189. 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.