



**PARTIES TO THE AGREEMENT:**

**Educational Service District No. 112 (ESD112)**  
2500 NE 65<sup>th</sup> Avenue  
Vancouver WA 98661

***Service Provider***

**Northwest Educational Service ESD No. 189 (ESD189)**  
1601 R Avenue  
Anacortes WA 98221

IN WITNESS WHEREOF, ESD112 and ESD189 (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 DISTRICT NO 189**

Authorized Signature:

Date:

Summary Description of Service	Agreement Term	Fee
In partnership with the Office of the Superintendent of Public Instruction (OSPI), selected educational service districts in Washington shall design and deliver professional development and support to school district leaders, to improve both inclusion and outcomes for students with disabilities ages 6-21 in general education settings.	Start Date: July 1, 2020	Total not to exceed: \$241,295.11 for Statewide Coordination Other Team Activity billed per rate schedule, Exhibit D
	End Date: June 30, 2021	
	<b>Agreement Number</b>	<b>Federal CFDA or NA</b>
	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 Work Scope Year 2**

**Exhibit D: Budget and Billing Procedures**

**AGREEMENT CONTACTS**

	<b><u>ESD112</u></b>	<b><u>CONTRACTOR</u></b>
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**Program / Service**

Name:	Kathy Whitlock	Dr. Fredrika Smith
Position:	Executive Director	Assistant Superintendent for Teaching & Learning
Phone:	360.952.3417	360.299.4036
Email:	kathy.whitlock@esd112.org	fsmith@nwesd.org

**Billing**

Name:	Angel Almendarez	Joanie Cochran
Phone:	360.952.3437	360.299.4718
Email:	Angel.almendarez@esd112.org	jcochran@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 7980 1220 0000 0000 0	<b>GRANT FUNDED?</b>
DEPT APPROVAL	KW	Y [X] N [ ]
FISCAL APPROVAL	AA	Grant End Date:
BUS SERVICES APPROVAL		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 the Office of the Superintendent of Public Instruction (OSPI), Washington state educational service districts and other partners, to design and deliver statewide professional development and support to school district leaders, to improve both inclusion and outcomes for students with disabilities ages 6-21 (e.g., graduation and post-school), in general education settings in Washington state.
- II. **Financial Terms.** ESD189 shall invoice ESD112 for services described below, consistent with requirements of Exhibit B:
  - a. The District shall invoice an amount not to exceed \$241,295.11 annually, or \$20,107.93 monthly for statewide coordination services.
  - b. The District shall invoice for their support services in engaging school teams in the development and implementation of an *Inclusive Team Action Plan* per the rate schedule listed in Exhibit D. The
  - c. ESD189 shall invoice ESD112 monthly. ESD112 shall pay the invoice, consistent with requirements of Exhibit B, Section II.
  - d. Final invoice shall be due no later than July 31, 2021.
- III. **ESD189 Responsibilities.** ESD189 shall perform the following to accomplish Agreement objectives:
  - a. 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 2*.
- IV. **ESD112 Responsibilities.** ESD112 shall perform the following to accomplish Agreement objectives:
  - a. Pay invoices billed, consistent with requirements of Exhibit B, Section II and the terms of the Agreement.
  - b. Provide on-going communication regarding project schedule and expectations.
  - c. **CREATIVE COMMONS ATTRIBUTION LICENSE.** ESD189 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 ESD189 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. ESD189 shall license materials that are delivered under this Agreement, but that incorporate pre-existing materials not produced under this Agreement, to allow others to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. If ESD189 desires 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. ESD189 warrants and represents that ESD189 has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to apply such a license.
- V. **Compliance Orders.**
  - a. ESD189 shall perform all services under this Agreement in compliance with the most current guidelines issued by the Centers for Disease Control and Prevention (CDC), Washington Department of Health, and the Office of Superintendent of Public Instruction (OSPI) guidelines, and comply with state proclamations and orders as pertains to any infectious disease outbreaks or pandemics (i.e., COVID-19).

ESD189 shall adjust service levels and schedules as requested and/or required to meet changing program needs to comply with Section V.a above without modification to terms of the Agreement.

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

**a. Section II.c Property** shall be replaced in its entirety with the following:

Neither party is acquiring real property. Copyright in all material created by ESD189 and paid for as part of this Agreement shall be the property of the State of Washington. OSPI, ESD189 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 ESD189 provides and uses to perform this Agreement but which is not created for or paid for by this Agreement shall be owned by ESD189 or such other party as determined by copyright law and/or ESD189s internal policies; however, for any such materials, ESD189 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, the State Auditor's 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's 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.l Intellectual Property** shall be replaced in its entirety with the following:

Copyright in all material created by ESD189 and paid for as part of this Agreement shall be the property of the state of Washington. OSPI, ESD189 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 ESD189 provides and uses to perform this Agreement but which is not created for or paid for by this agreement shall be owned by ESD189 or such other party as determined by copyright law and/or ESD189s internal policies; however, for any such materials, ESD189 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 ESD189, 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 shall 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.** ESD189 shall 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.** ESD189 shall invoice ESD112 as described in Exhibit A, Section II. ESD112 shall pay the invoice within forty (45) days of receipt. Invoices may be billed electronically to [contracts.invoices@esd112.org](mailto: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.

**III. GENERAL OBLIGATIONS OF THE PARTIES. ESD112 and ESD189 shall:**

- a. Conduct background checks on any officials, employees, volunteers or agents who may perform obligations under this Agreement and who may have contact with children in a public school or ESD112 facility or otherwise have access to children in delivery of services under this Agreement. 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 be allowed to do work under this Agreement if they may have contact with children in a public school or ESD112 facility. Failure to comply with this provision shall constitute grounds for immediate termination of the Agreement.
- 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 ESD189 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. Perform their obligations in accordance the terms of this Agreement AND any federal or state grant that is funding any of the obligations under this Agreement, as applicable.

**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 shall be dissolved and the Parties shall 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, Washington.
- 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, ESD112 and ESD189 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. ESD189 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 award 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 ESD189 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 ESD189 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 ESD189 in connection with this Agreement are found to be "works made for hire," ESD189 hereby irrevocably assigns all right, title and interest in such materials, including intellectual property rights, to ESD112 effective from the moment of creation. ESD189 shall not use any materials produced for ESD112 in connection with this Agreement without obtaining ESD112's prior written consent.
- m. **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 2**

Throughout the project, AESD shall engage in ongoing partnerships with educational service districts, OSPI, the Inclusionary Practices Project Lead agency, and the Center for Strengthening the Teaching Profession (CSTP). 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 within the state (i.e., practitioners of the targeted group(s)).

**ESD189 Work Plan:**

<b>Phase III WORK PLAN</b>		
<b>Timing: July 2020 - June 2021</b>		
<b>Tasks</b>	<b>Deliverables</b>	<b>Target Dates</b>
Facilitate Professional learning events  Put data collection system in place  Action plans at each participating school established  Personnel: AESD/AWSP leads; contracted content experts; project evaluation team; AESD assistant superintendents and content coordinators (math, literacy, science, early learning)  Guide teams through the process of developing a vision/common commitment to inclusion	Shared learning is increased between special education and general education teachers supported by building principals for the purpose of strengthening inclusionary best practices in general education classrooms as demonstrated by evaluation results.	June 2021
Data dive into building LRE (least restrictive environment) data and student performance data, to identify existing practices and set building level goals to include in the Inclusive Team Action Plan.	Increased access to rigorous core instruction for students with disabilities by increasing delivery of special education services in education settings as indicated by building LRE data.	June 2021
Provide specific and targeted professional learning in inclusive strategies	Increased teachers' and school leaders' belief about and comfort with the inclusion of students with disabilities into general education classrooms as indicated by evaluation results.	June 2021
Provide specific and targeted professional learning around the creation of action plans aligned to improvement science	Increased capacity of local districts to implement and strengthen inclusionary practices as indicated by evaluation results.	June 2021

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 (Individualized Education Program) 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 ESD189 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. 20200205-01 between the Office of the Superintendent of Public Instruction (OSPI) and ESD112. The Parties have determined that the cost of accomplishing the work herein shall not exceed a total \$241,295.11 annually, or \$20,107.93 monthly (see Exhibit A, Section II.a.).

In addition, ESD189 shall include in their monthly invoices for January 2021, March 2021 and June 2021 the total number of teams that have been approved by ESD 112. The approved participating team in their region will receive the following allocation amount:

- January 2021: \$1,859.25 per team
- March and June 2021: \$2,303.25 per team

Activity	Billing Frequency	Cost
<p><b>Statewide Coordinators monthly deliverables to include, but not limited to the following:</b></p> <p>A. Professional Learning Community meetings amongst the Inclusionary Practices Coordinators from the participating educational service districts.</p> <p>B. Technical assistance, coaching, and resources to schools on inclusionary practices including, but not limited to:</p> <ol style="list-style-type: none"> <li>1. Inclusive practices in a virtual setting</li> <li>2. Implementing inclusive practices in schools</li> <li>3. Removing barriers to inclusive practices (e.g scheduling)</li> </ol>	<p><b>Monthly (12 Total)</b></p>	<p><b>\$20,107.93 Per Month</b></p> <p><b>\$241,295.11 In Total</b></p>
<p>Engagement of school teams in the development and implementation of an Inclusive Team Action Plan.</p>	<p>3 billings:                      January 2021                      March 2021                      June 2021</p>	<p>January 2021: \$1,859.25 per participating team; billing not to exceed 140 school teams or \$260,295.00</p> <p>March and June 2021: \$2,303.25 per participating team, each period; billing not to exceed 140 school teams or \$322,455.00 per period billed</p>

**BILLING PROCEDURE**

ESD189 shall submit invoices monthly to ESD112 based on their monthly allocation. ESD189 should ensure the use of the funds are aligned with the budget provided above and Statement of Work section in Exhibit C. Invoices shall include the contract number and a supporting deliverable status report. Within approximately forty-five (45) calendar days of ESD112 receiving and approving the invoice, payment shall be mailed to ESD189. 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.