

**INTERLOCAL AGREEMENT
Agreement No. 20220268**

between

OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION
600 Washington St. SE, PO Box 47200
Olympia, WA 98504-7200

And

NORTHWEST EDUCATIONAL SERVICE DISTRICT 189
1601 R. Avenue
Anacortes, WA 98221
Federal Identification #91-0868056
Unified Business Identifier #600-253-146

THIS AGREEMENT is made and entered into by and between the 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 the identified Scope of Work activities and services under Washington State's Title I Part C Migrant Education Program Service Delivery Plan (SDP). NWESD 189 shall provide local educational agencies and schools assistance and guidance in developing capacity to develop and implement effective supplemental instructional and support services leading to increased academic achievement and graduation for migrant students.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The 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 Migrant Education Program (MEP) reporting requirements as per OSPI's MEP guidance. All activity reporting shall be entered onto the Migrant Student Information System (MSIS) website: <https://www.msdr.org>.
4. Ensure that the services delivered, and costs incurred are 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, 2021, or date of execution, whichever is later, and be completed on August 31, 2022, 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 one million ninety-four thousand three hundred ninety-nine dollars (\$1,094,399). 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 the budget in Attachment A – Scope of Work and Budget.

NWESD 189 shall contact, Sylvia Reyna, the OSPI Contract Manager, via email, for approval of out of state travel prior to encumbering migrant funds for this purpose outlined in Attachment C – Travel Guidance, which is attached hereto and incorporated herein.

Funds for the payment of this Contract are provided by federal program, CFDA #84.011A/Award #S011A200048, therefore, Contractor shall comply with Federal Grant Terms and Conditions, attached hereto as Attachment B.

BILLING PROCEDURE

NWESD 189 shall submit invoices to the OSPI Contract Manager. The invoices are to be submitted monthly based on completion of Deliverables as noted on Attachment A – Scope of Work and Budget and reported into the reporting tool on the MSIS website (msdr.org) beginning October 2021. 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

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.

NWESD 189	OSPI
Fredrika Smith Assistant Superintendent 1601 R. Avenue Anacortes, WA 98221 Phone: (360) 299-4036 Email: fsmith@nwesd.org	Sylvia Reyna Program Supervisor, Migrant Education 600 Washington St. SE, P.O. Box 47200 Olympia, WA 98504-7200 Phone: (360) 725-4474 Email: sylvia.reyna@k12.wa.us

CREATIVE COMMONS ATTRIBUTION LICENSE

NWESD 189 understands that, except where otherwise agreed to in writing or approved by OSPI or the Contract Manager, all original works of authorship produced under this Agreement shall carry a [Creative Commons Attribution License](#), version 4.0 or later.

All Materials NWESD 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.

For Materials that are delivered under this Agreement, but that incorporate pre-existing materials not produced under this Agreement, NWESD 189 will license the materials to allow others to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. If NWESD 189 would like to limit these pre-existing portions of the work to [non-commercial use](#), the [Creative Commons Attribution-NonCommercial-ShareAlike](#) license, version 4.0 or later, is acceptable for these specific sections.

NWESD 189 warrants and represents that NWESD 189 has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to apply such a license.

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
- Attachment B – Federal Grant Terms and Conditions
- Attachment C – Travel Guidance
- Attachment D – Migrant Education Program Professional Development Framework
- 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.

SUBCONTRACTING

Neither NWESD 189 nor any subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval of OSPI. NWESD 189 is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Agreement are included in any and all subcontracts. In no event shall the existence of the subcontract operate to release or reduce liability of NWESD 189 to OSPI for any breach in the performance of NWESD 189 duties. This clause does not include contracts of employment between NWESD 189, and personnel assigned to work under this Agreement.

If, at any time during the progress of the work, OSPI determines in its sole judgment that any subcontractor is incompetent, OSPI shall notify NWESD 189, and NWESD 189 shall take immediate steps to terminate the subcontractor's involvement in the work. The rejection or approval by OSPI of any subcontractor or the termination of a subcontractor shall not relieve NWESD 189 of any of its responsibilities under the Agreement, nor be the basis for additional charges to OSPI.

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 OR CONTRACT RENEGOTIATION,

SUSPENSION

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 of this Agreement, with the notice specified below and without liability for damages:

- a. At OSPI's discretion, OSPI may give written notice of intent to renegotiate the Agreement under the revised funding conditions.
- b. At OSPI's discretion, OSPI may give written notice to NWESD 189 to suspend performance when OSPI determines there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow NWESD 189's performance to be resumed.
 - 1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - 2) When OSPI determines that the funding insufficiency is resolved, it will give NWESD 189 written notice to resume performance, and NWESD 189 shall resume performance.
 - 3) Upon the receipt of notice under b. (2), if NWESD 189 is unable to resume performance of this Agreement or if NWESD 189's proposed resumption date is not acceptable to OSPI and an acceptable date cannot be negotiated, OSPI may terminate the Agreement by giving written notice to NWESD 189. The parties agree that the Agreement will be terminated retroactive to the date of the notice of suspension. OSPI shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the retroactive date of termination.
- c. OSPI may immediately terminate this Agreement by providing written notice to NWESD 189. The termination shall be effective on the date specified in the termination notice. OSPI shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination. No penalty shall accrue to OSPI in the event the termination option in this section is exercised.
- d. For purposes of this section, "written notice" may include email.

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

DocuSigned by:
Larry Francois Superintendent
Signature Title

DocuSigned by:
Kyla L. Moore Contracts Administrator
Signature Title

Larry Francois 8/13/2021
Print Name Date

8/13/2021
Date

Who certifies that he/she is the entity identified herein, OR a person duly qualified and authorized to bind the entity so identified to the foregoing Agreement.

Approved as to FORM ONLY
by the Assistant Attorney General

**Attachment A – Scope of Work and Budget
Migrant Education Program: ESD 189
September 1, 2021-August 31, 2022**

Note that the 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, ESD 189 shall contact the OSPI Contract Manager, via email, to initiate an amendment prior to expending additional funds in any budget category.

Office of Superintendent of Public Instruction (OSPI)/Educational Service District (ESD) Collaborative Goals:

*For the purposes of promoting equitable opportunities for Washington migratory students, we jointly recognize and resolve that it is our shared responsibility to help each student in the MEP achieve at their highest level through programs, policies, practices, and procedures that promote the tenets of Diversity, Equity, and Inclusion. The following **Collaborative Goals** are intended to promote these outcomes, and to mitigate those systemic barriers that might hinder student success.*

- A. Clear alignment between Service Delivery Plan (SDP), iGrants, ESD Scope of Work, and reporting requirements
- B. Cross collaboration with OSPI Learning and Teaching, Secondary Education, and Career and Technical Education Teams
- C. Cross collaboration with OSPI Transitional Bilingual Instructional Program (TBIP) and Title III programs to ensure access to English Language development programs for migrant students
- D. Cross collaboration with Migrant Student Data, Recruitment, and Support (MSDRS) to identify reports and data to assist districts with the planning, implementation, and evaluation of local programs
- E. Closing the opportunity gap for migrant students in English Language Arts (ELA), and Mathematics
- F. Graduation support for migrant students (e.g., grade promotion, drop-out prevention, drop-out student retrieval, credit retrieval, Migrant Graduation Specialist (MGS)/Migrant Student Advocate (MSA)/School counselor support) and transition of secondary school students to post-secondary education or employment
- G. Support non-academic activities such as Health, Out of School Youth (OSY), Teacher and District Advocacy, and outreach on behalf of migrant students
- H. Support the expansion of Early Childhood Programming models for Migrant Students. Expand Family engagement activities with focus on school readiness, ELA, and Math

IDENTIFIED PRIORITIES – 2021-2024
Washington State Service Delivery Plan:

Priority 1 – Academics: Close the opportunity gap for migratory students in English Language Arts (ELA) by providing supplemental services during the regular and summer program periods.

Priority 2 – Academics: Close the opportunity gap for migratory students in Mathematics by providing supplemental services during the regular and summer program periods.

Priority 3- Preschool Kindergarten Readiness: Close the school readiness opportunity gap for migratory children ages 3-5 by increasing the number of migratory children participating in program-funded services.

Priority 4- Graduation: Increase the number of migratory students receiving high quality, targeted support in order to increase graduation rates, dropout recovery, and services for Out of School Youth (OSY), including access to alternative learning environments.

<p>I. With project and non-project districts, identify innovative program models and interventions that have demonstrated improved student academic outcomes.</p> <p>J. Support OSPI in efforts to communicate benefits of MEP to non-project districts.</p> <p>K. In alignment with SDP Strategies and Measurable Program Outcomes, coordinate professional learning opportunities with OSPI programs and ESD initiatives.</p>	<p>Priority 5 – Eliminate Educational Barriers through Support Services: Increase access to Migrant Program funded support services; and increase the number of resolved Medically Diagnosed Alerts (MDAs).</p>
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Activity	Deliverables	Budget Amount
<p style="text-align: center;">#1</p> <p style="text-align: center;">MEP Program Coordination and Regional Communication</p> <p style="text-align: center;"><i>Title I Part C Sec. 1301(5)</i></p> <p style="text-align: center;">Sec. 1306</p> <p>Staff time (update titles for your offices as needed):</p> <p>Program administrator (50%) Program director (25%) Parent/student engagement coordinator (40%) Academic coordinator 1 (40%) OSY/Health Coordinator Tanya (0%) Reengagement Coordinator Oscar (0%)</p>	<p>1. Statewide Collaboration and Coordination 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 Using data provided by OSPI and Migrant Student Information System (MSIS), each ESD conducts regular internal meetings to use and analyze student data, including the following OSPI/MSIS analytics: graduation, absenteeism, discipline, health, out of school youth, and remediation rates; ELPA21 and Smarter Balanced ELA and Math scores; WAKIDS data; District Level data. Upon analysis of data and based on results communicate findings to districts and identify specific technical assistance opportunities.</p> <p>Identify potential barriers facing migratory students and the supplemental services/supports that may be provided through Title I Part C. Include any technology supports that may be available to the migratory student through the ESD. Including access to the Internet.</p> <p>Work with OSPI to identify additional data needs throughout the year.</p>	<p style="text-align: right;">\$250,000</p>

3. Customized ESD Networks

Coordinate regional network meetings between ESDs and district personnel to determine specific types of technical assistance needed and if resources are available from other ESD Migrant Program offices. Based on data, inform development and implementation of new program models and professional learning options for school districts whose migrant students are not meeting standard on state assessments or who show disproportionality on OSPI/MSIS data analytics. Coordinate with OSPI MEP on delivery mechanisms for these respective regional professional learning/technical assistance offerings.

4. Reporting

- Report data and activities to Migrant Student Information System (MSIS) Database.
- Ensure all ESD-sponsored district professional learning activities are reported to Migrant Student Information System through MSDRS.
- 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.
- By September 25, 2021, submit projected annual activity calendar

5. Technical Assistance and Grant Planning and Application Support

Provide technical assistance to districts on grant applications based on data results.

6. Summer School, Intersession and Summer Academy Programs

Provide technical assistance and professional learning to districts in identifying and planning supplemental services

for migrant students including planning summer school and intersession programs to provide ELA, math/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 Academies and Voices from the Field Academies.

7. Language Development, Language Acquisition

Facilitate access to Title III and TBIP programs professional learning that address the academic content language needs of highly mobile migrant students as measured by state assessments (e.g., ELPA21, Smarter Balanced).

Support district access to coordinated services so that English learner migrant students are receiving language development services through the State Transitional Bilingual Instructional Program, Title III (extended day, summer, or intersession programming), or other applicable resources.

Provide technical assistance to schools to develop and implement content support in appropriate settings including before/after school, lunch, intersession, and summer programs focused in the areas of comprehension and academic vocabulary development.

8. Advocacy/Outreach

State Migrant Education Conference-all direct service MEP funded ESD staff are to attend

- Preparation, Attendance and Presentations. *National Migrant Education Conference*
- Attendance and Presentations. Each ESD shall coordinate with OSPI on presentation proposals and number of staff to attend/participate.

State Advisory Committee

	<ul style="list-style-type: none"> ● Family Engagement Specialist/ Coordinator attend at least one (1) State Advisory Committee (SAC) per year, closest to their respective region. Schedule provided by OSPI after first SAC meeting in early fall. <p><i>Parent Advisory Council</i></p> <ul style="list-style-type: none"> ● Using the Parent Advisory Council Training Guide, embedded with the Family Engagement Framework, provide LEA PAC officer and FPD/PAC Coordinator training and technical assistance on an annual basis. Create a series of PAC trainings for new LEAs or new program directors. ● Develop and provide training materials and guide for LEAs to use so they may present to migratory parents regarding academic pathways for migratory students (Grades 7-12). Include what is required at each grade level for graduation, opportunities to sign up for programs such as Gear Up, Promise Scholarship, Financial Aid and scholarships as the students prepare for graduation and beyond. ● Assist LEAs in developing and implementing plans for a family literacy series in mathematics, English language arts, and/or Kindergarten readiness. <p><i>Federal Program Directors' Meetings and Support</i></p> <ul style="list-style-type: none"> ● Participate in regional FPD meetings, Convenings, or Grants Managers Meetings to provide support to new and veteran staff implementing a local program. ● Provide ongoing support to new FPDs (less than three (3) years in program) to ensure they are developing capacity to implement effectively a sustainable local program. OSPI will provide list of new FPDs. 	
<p style="text-align: center;">#2 MEP Program Design and Development <i>Title I Part C Sec. 1301(5)</i> Sec. 1306</p>	<p>9. State Service Delivery Plan 2021-2024 Assist in the implementation and evaluation of the SDP at the LEA, ESD, and State level. Including helping LEAs and PAC identify evaluation components such as self-evaluation of the Fidelity of Strategy Implementation, student, staff, parent surveys, and continuous improvement.</p>	<p style="text-align: right;">\$90,000</p>

<p>Staff time (update titles for your offices as needed):</p> <p>Program director (5%) Parent/student engagement coordinator (15%) Academic coordinator 1 (5%) OSY/Health coordinator Tanya (0%) Reengagement Coordinator Oscar (20%)</p>	<p>10. Non-project Districts With OSPI, proactively identify high migrant student serving districts who are not participating in academic or support services in state MEP. Provide outreach and information to those districts about the benefits of state MEP and encourage applying and the active Identification and Recruitment activities occurring in their district.</p>	
<p style="text-align: center;">#3 Professional Learning and Technical Assistance Title I Part C Sec. 1301(5) Sec. 1306</p> <p>Staff time (update titles for your offices as needed):</p> <p>Program administrator (50%) Program director (30%) Parent/student engagement coordinator (40%) Academic coordinator 1 (15%) OSY/Health coordinator Tanya (20%) Reengagement Coordinator Oscar (20%)</p>	<p>11. Needs Assessment/Understanding Migratory Lifestyle 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>Conduct <i>Migrant Education 101</i> trainings for new districts and ESD personnel assigned to Migrant Education Programs.</p> <p>Update Migrant 101 training modules to incorporate the diverse migratory student populations in Washington State, including indigenous students such as Native American or Mexico, South American countries.</p> <p>Conduct ongoing, as needed, <i>Migrant Education 101 and 201</i> training for districts in each respective region.</p> <p>12. School Readiness Program Models With OSPI and MSDRS, support efforts to identify eligible migratory preschool students ages 3-5 who are not served by a local early learning program or other organization such as Inspire, ECEAP. Work with the local educational agency or local preschool program(s) to identify and recommend effective supplemental program models, funding sources, collaborations, and implementation processes by region to support early childhood programming for migratory children.</p>	<p>\$250,000</p>

Provide ongoing training and technical assistance on Early Learning Migrant Ed. 101 modules.

Continue to develop and implement home visit procedures aligned to early learning guidelines, <http://www.dcyf.wa.gov/sites/default/files/pdf/guidelines.pdf>, to provide supplemental assistance to migratory parents with early numeracy and literacy strategies.

In alignment with Memorandum of Understanding (MOU), as signed by all ESD's with Inspire, collaborate with Inspire Centers that have at least 50% migrant early learning population and appropriate regional entities to support family engagement activities targeted to pre-school aged children. Strategies may include instructional support for early literacy and early math, funds of knowledge, school readiness strategies, jumpstart models, and collaboration with other agencies, community resources and referral networks.

13. Graduation

With OSPI, provide training, technical assistance and PLC's for Migrant Graduation Specialists (MGS), Migrant Student Advocates (MSA), and School Counselors on the most recent graduation requirements to address the following initiatives and services for migrant youth to support on course toward graduation and post-secondary education including: meeting state standards, social emotional wrap-around services, referrals to health and behavioral resources, credit retrieval options, dropout recovery, and student leadership opportunities such as Dare to Dream (DTD) and Voices From the Field (VFTF)

Coordinate trainings and ongoing technical assistance to support districts in conducting parent information sessions to ensure that migrant students and their parents understand the High School and Beyond Plan, assessments, the high school transcript, and graduation requirements. Work with local school districts to identify and/or coordinate the training needed for graduation specialist and advocates about post-secondary education

opportunities including financial aid, scholarships and other grant applications

Work with local educational agencies/districts to identify the progression from Title I A Student Learning Plan to High School and Beyond plan.

Use MSIS Graduation Report on the percentage of migrant students enrolled in AP, IB and gifted courses by region to communicate with parents, district leadership, and guidance counselors to increase migrant student access to high quality academic offerings, credit accrual options, and supports.

In coordination with OSPI, develop a training module and resources to provide to school counselors and other staff regarding analyzing and interpreting an international student transcript for transferrable credit, optional graduation pathways for migratory students enrolled in their schools, assessment waivers, credit waivers, and awarding and receiving partial credit.

In alignment with State Service Delivery Plan, identify the training or work sessions a school counselor may benefit from when addressing the identified academic and support needs of migratory students.

4. OSPI, ESD, MSDRS, and AESD Meetings and Collaboration

With OSPI staff, attend designated scheduled OSPI, ESD, MSDRS, and AESD meetings to address the logistical and operational aspects of Title I Part C Migrant Education requirements that align with the MEP State Service Delivery Plan.

OSPI/ESD Quarterly Meeting Dates (required for all ESD Migrant staff) Note: due to COVID-19 outbreak, some meetings may be held via videoconference call:

	<p>October 6-7, 2021, Olympia January 12-13, 2022, Yakima May 11-12, 2022, Anacortes August 17-19, 2022, Yakima, State MEP Conference (17 is set-up)</p> <p>AESD Network Meeting (SILT): Dates TBD at OSPI AESD level, reports to be provided at quarterly meetings Attendees: OSPI MEP Assistant director – Sylvia Reyna, OSPI Migrant Champion- Ric Pilgrim, ESD 105 ESD Representative – Cyndi Valdez, NCESD171</p> <p>Additional meeting(s) to be determined in collaboration with OSPI and ESD leads</p> <p>All travel for meetings should be in alignment with travel guide (Attachment C)</p>	
<p style="text-align: center;">#4 Professional Learning: Academic Title I Part C Sec. 1301(5) Sec. 1306</p> <p>Staff time (update titles for your offices as needed):</p> <p>Program director (25%) Academic coordinator 1 (40%) Parent/student engagement coordinator (5%) OSY/Health Coordinator Tanya (0%) Reengagement Coordinator Oscar (0%)</p>	<p>Using the agreed upon PD Framework (Attachment D) provide the following professional learning activities.</p> <p>15. OSPI Teaching and Learning teams/ ESD Content Specialists Collaboration Collaborate with OSPI, ESD content leads, and state ESD Regional Coordinator groups to develop and enhance professional learning in math, ELA and science in order to ensure coherence in efforts to close opportunity gaps and increase awareness of equity and access for migrant students.</p> <p>16. Professional Learning for District leadership, school teaching staff (certificated and paraprofessional) and parent/family in ELA, Math Provide professional learning to address migrant student opportunity gaps as identified by SDP and state assessments that include effective strategies specific to meeting the needs of migrant students to close these gaps.</p>	<p>\$130,401</p>

	<p>Identify the level of cultural responsiveness and social-emotional understanding of staff serving migratory students and provide professional learning in either topic to school building or district staff as needed.</p> <p>17. School Improvement ESD MEP staff, in collaboration with OSPI’s MEP and OSSI staff, will identify and provide the supports needed for targeted and priority schools under OSSI to address the identified needs of migrant students in alignment with the SDP.</p>	
<p style="text-align: center;">#5a Non-Academic Initiatives/School District Support Title I Part C Sec. 1301(5) Sec. 1306</p> <p>Staff time (update titles for your offices as needed):</p> <p>Program director (5%) OSY/Health coordinator Tanya (50%) Reengagement Coordinator Oscar (0%)</p>	<p>18. Health Work with OSPI’s Migrant Health Program to provide the services and activities as stated in the Health/OSY job description and state developed work plan.</p> <p>Increase Access to Non-Academic Supplemental Health and Social Services Facilitate access to school and community-based supplemental health and social services for all migrant students.</p> <p>Identify and Treat Unresolved Health Problems Support early identification and treatment of health conditions previously unidentified or unresolved that may impede a migrant student’s academic engagement in collaboration with LEAs and community organizations.</p> <p>Improve School Engagement Conduct various informational events/ professional development sessions specific to identifying migrant student health and social needs, strategies to help navigating potential sensitivities around migratory issues, and leveraging the resources that exist to support them.</p> <p>Medically Diagnosed Alerts Work with LEAs (project and non-project) to provide guidance on how they may resolve a Medically Diagnosed</p>	<p>\$100,000</p>

	<p>Alert and report the results in the Migrant Student Information System (MSIS).</p> <p>Administrative Fulfill reporting requirements, internal coordination and collaboration, and professional development opportunities.</p>	
<p style="text-align: center;">#5b Non-Academic Initiatives/School District Support Title I Part C Sec. 1301(5) Sec. 1306</p> <p>Staff time (update titles for your offices as needed):</p> <p>Program director (10%) Parent/student engagement coordinator (%) Academic coordinator 1 (%) OSY/Health coordinator Tanya (30%) Reengagement Coordinator Oscar (60%)</p>	<p>19. Out of School Youth</p> <p>In coordination with OSPI's Migrant Health Program provide the services and activities as stated in the Health/OSY job description and state developed work plan in non-project school districts.</p> <p>Provide technical assistance and guidance to LEAs on effective strategies to engage with Out-of-School Youth ages 16-21, include the developed materials for interpreting an international transcript and transferring credit as well as any guidance on alternative learning options available to the migratory student.</p> <p>Increase identification, recruitment, and recovery of Out-of-School Youth Collaborate with LEAs and MSDRS to inform personnel about OSY, identification, and recruitment.</p> <p>Increase Access to Academic or Post-Secondary Educational Services to Out-of-School Youth (OSY) Ensures OSY have access to academic or post-secondary educational services such as ESL classes, GED, High School Diploma, training referrals, etc.</p> <p>Administrative Fulfill reporting requirements, internal coordination and collaboration, and professional development opportunities.</p>	<p>\$210,000</p>

<p style="text-align: center;">#6 Innovative Services</p> <p>Staff time (update titles for your offices as needed):</p> <p>Program director (%) Parent/student engagement coordinator (%) Academic coordinator 1 (%) OSY/Health Coordinator Tanya (0%) Reengagement Coordinator Oscar (0%)</p>	6.1 Summer School	\$30,000
	6.2 MDMJ Conference	\$28,998
	6.3 Non-Project Support	\$5,000
	TOTAL ALLOCATION	\$1,094,399

Attachment B – Federal Grant Terms and Conditions

PROHIBITION OF TEXT MESSAGING AND EMAILING WHILE DRIVING DURING OFFICIAL FEDERAL GRANT BUSINESS

Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving.

Recipients must comply with these conditions under Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009.

MEMORANDUM to ED GRANTEEES REGARDING THE USE OF GRANT FUNDS FOR CONFERENCES AND MEETINGS

You are receiving this memorandum to remind you that grantees must take into account the following factors when considering the use of grant funds for conferences and meetings:

- Before deciding to use grant funds to attend or host a meeting or conference, a grantee should:
 - Ensure that attending or hosting a conference or meeting is consistent with its approved application and is reasonable and necessary to achieve the goals and objectives of the grant;
 - Ensure that the primary purpose of the meeting or conference is to disseminate technical information, (e.g., provide information on specific programmatic requirements, best practices in a particular field, or theoretical, empirical, or methodological advances made in a particular field; conduct training or professional development; plan/coordinate the work being done under the grant); and
 - Consider whether there are more effective or efficient alternatives that can accomplish the desired results at a lower cost, for example, using webinars or video conferencing.
- Grantees must follow all applicable statutory and regulatory requirements in determining whether costs are reasonable and necessary, especially the Cost Principles for Federal grants set out at 2 CFR Part 200 Subpart E of the, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.” In particular, remember that:
 - Federal grant funds cannot be used to pay for alcoholic beverages; and
 - Federal grant funds cannot be used to pay for entertainment, which includes costs for amusement, diversion, and social activities.
- Grant funds may be used to pay for the costs of attending a conference. Specifically, Federal grant funds may be used to pay for conference fees and travel expenses (transportation, per diem, and lodging) of grantee employees, consultants, or experts to attend a conference or meeting if those expenses are reasonable and necessary to achieve the purposes of the grant.
 - When planning to use grant funds for attending a meeting or conference, grantees should consider how many people should attend the meeting or conference on their behalf. The number of attendees should be reasonable and necessary to accomplish the goals and objectives of the grant.

- A grantee hosting a meeting or conference may not use grant funds to pay for food for conference attendees unless doing so is necessary to accomplish legitimate meeting or conference business.
 - A working lunch is an example of a cost for food that might be allowable under a Federal grant if attendance at the lunch is needed to ensure the full participation by conference attendees in essential discussions and speeches concerning the purpose of the conference and to achieve the goals and objectives of the project.
- A meeting or conference hosted by a grantee and charged to a Department grant must not be promoted as a U.S. Department of Education conference. This means that the seal of the U.S. Department of Education must not be used on conference materials or signage without Department approval.
 - All meeting or conference materials paid for with grant funds must include appropriate disclaimers, such as the following:
The contents of this (insert type of publication; e.g., book, report, film) were developed under a grant from the Department of Education. However, those contents do not necessarily represent the policy of the Department of Education, and you should not assume endorsement by the Federal Government.
- Grantees are strongly encouraged to contact their project officer with any questions or concerns about whether using grant funds for a meeting or conference is allowable prior to committing grant funds for such purposes.
 - A short conversation could help avoid a costly and embarrassing mistake.
- Grantees are responsible for the proper use of their grant awards and may have to repay funds to the Department if they violate the rules on the use of grant funds, including the rules for meeting and conference-related expenses.

Attachment C – Travel Guidance
Washington State Migrant Education Program
Travel Guidance
Fiscal Year 2021-2022

Per Contract:

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

1. Only four staff members from each ESD will be approved for no more than three out-of-state travel per Fiscal Year.

e.g. National Conference or core content training or conference that will help support the academic and/or support needs of migratory students in Washington State.

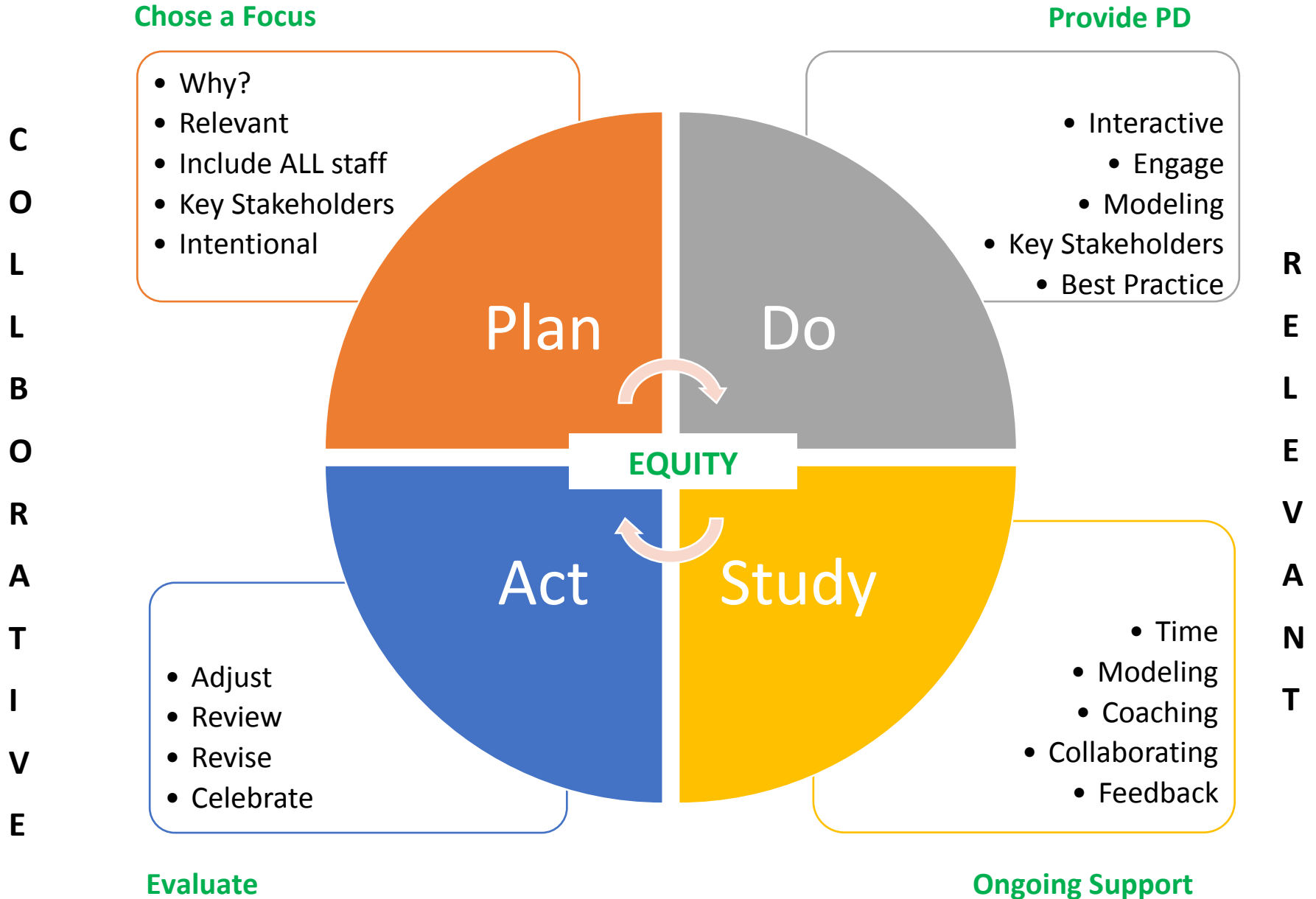
2. When emailing for approval please include the following:
 - a. Staff member(s) attending
 - b. Name of conference, purpose and goal of conference
 - c. SOW Activity conference would directly impact/fall under
 - d. Cost of attendance
 - e. Follow-up activities and/or area of professional learning
 - f. How funding for this proposal will not impeded delivery of services including summer programs.
3. Contact OSPI via email
 - a. Sylvia Reyna

Question on state travel for coordination/collaboration:

1. If **OSPI** is specifically requesting this extra travel after the SOW and FY budget allocations have been established/approved, then OSPI will fund.
2. If **ESD A** is individually requesting this support from **ESD B**, then in good form **ESD A** should offer to pay additional expenses.
3. If **ESD A** cannot pay, and if **ESD B** consents to shouldering the extra expense within **B's** budget, then **ESD B** can cover it. However, this is discretionary on **ESD B's** part.

Background Note: In an effort to honor ESD inter-agency agreements, do not respond directly to an out-of-region district request. Please refer the district to their corresponding ESD Migrant Education Program. The request for assistance would need to come from the requesting district's home ESD. Both affected ESDs superintendents would then need to give their approval in order to proceed.

Attachment D - Migrant Education Program Professional Development Framework



Certificate Of Completion

Envelope Id: F99610DA433946BC8EBFEC06237AFA06	Status: Completed
Subject: Please DocuSign: 20220268 Interlocal Agreement Northwest Educational Service District 189	
Source Envelope:	
Document Pages: 24	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Kimberly Ames
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Kimberly.Ames@k12.wa.us
	IP Address: 24.17.138.251

Record Tracking

Status: Original 8/13/2021 8:09:23 AM	Holder: Kimberly Ames Kimberly.Ames@k12.wa.us	Location: DocuSign
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: Carahsoft OBO State of Washington Office of Superintendent of Public Instruction	Location: DocuSign

Signer Events

Larry Francois
lfrancois@nwsed.org
Superintendent
Northwest ESD 189
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

28256B066AC1435...
Signature Adoption: Pre-selected Style
Using IP Address: 174.246.20.55

Timestamp

Sent: 8/13/2021 9:14:25 AM
Viewed: 8/13/2021 2:31:59 PM
Signed: 8/13/2021 2:33:43 PM

Electronic Record and Signature Disclosure:
Accepted: 8/13/2021 2:31:59 PM
ID: 3b4161e1-5dcb-48f4-b04a-8dcb8dd0ff94

Kyla L. Moore
kyla.moore@k12.wa.us
OSPI Contracts Administrator
Office of Superintendent of Public Instruction
Security Level: Email, Account Authentication (None)

DocuSigned by:

8A902A25B09A4C5...
Signature Adoption: Uploaded Signature Image
Using IP Address: 104.225.186.131

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Viewed: 8/13/2021 2:57:32 PM
Signed: 8/13/2021 3:00:59 PM

Electronic Record and Signature Disclosure:
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ID: 14f2ba5f-8bd8-4d98-afbe-13c6583b37dd

In Person Signer Events **Signature** **Timestamp**

Editor Delivery Events **Status** **Timestamp**

Agent Delivery Events **Status** **Timestamp**

Intermediary Delivery Events **Status** **Timestamp**

Certified Delivery Events **Status** **Timestamp**

Fredrika Smith
fsmith@nwsed.org
Assist Supt
Security Level: Email, Account Authentication (None)

VIEWED

Using IP Address: 172.92.255.235

Sent: 8/13/2021 9:12:02 AM
Viewed: 8/13/2021 9:14:24 AM

Electronic Record and Signature Disclosure:
Accepted: 8/13/2021 9:14:24 AM
ID: 10db6822-8ec1-4d0d-8be1-aacbb465eff8

Carbon Copy Events	Status	Timestamp
Sarah Southard ssouthard@nwesd.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/7/2020 10:58:18 AM ID: affb0c27-3079-4700-9bf8-162786ba78d6	COPIED	Sent: 8/13/2021 3:01:02 PM
Hillary Thomsen hthomsen@nwesd.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/13/2021 3:01:03 PM
Sylvia Reyna sylvia.reyna@k12.wa.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/13/2021 3:01:03 PM
Jolynn Engellant Jolynn.Engellant@k12.wa.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/13/2021 3:01:04 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	8/13/2021 2:57:32 PM
Signing Complete	Security Checked	8/13/2021 3:00:59 PM
Completed	Security Checked	8/13/2021 3:01:04 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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