

**INTERLOCAL AGREEMENT
Agreement No. 20220733**

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 Ave
Anacortes, WA 98221

Federal Identification #91-0868056
Unified Business Identifier #600-253-146

THIS AGREEMENT is made and entered into by and between the Northwest Educational Service District 189, hereinafter referred to as "ESD," 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, operation, and management of the Teacher and Principal Evaluation Program ("TPEP") and support to school districts within ESD's region.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The ESD 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:

- Serve as a regional liaison and advocate for school districts in their promotion and support of TPEP.
- Provide the **mandatory** TPEP tasks outlined below (Tier I and Tier II). These will be the focus for the 2022-2023 fiscal year.
- Provide the **optional** TPEP tasks outlined below (Tier III) at OSPI and the ESD's discretion.

The ESD 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:

Tier I. Mandatory Tasks

1. STATEWIDE COORDINATION

- **District Self-Assessments**

- Conduct a pre-survey of districts in the ESD's region to determine TPEP interest areas and needs by October 15, 2022.
- Conduct a post-survey, to assist with program assessment and planning for the next fiscal year.
- **Office Hours**
 - Offer technical support for districts in region regarding all aspects of TPEP implementation.
- **TPEP Lead Meetings**
 - Attend and participate in scheduled face-to-face or virtual TPEP Regional Team Lead Meeting.
 - Coordinate with districts and other ESDs regarding TPEP implementation.
- **Online TPEP Implementation Tools**
 - Provide access to online TPEP resources on the ESD's website.
 - Provide program oversight and administration.
- **Training Support**
 - Use the Association of Washington School Principals (AWSP) "New Hire" List to determine training needs for new principals; contact districts who have positions on the list to ensure their training needs are being met.

2. eVAL TECHNICAL SUPPORT

- Serve as point of contact and provide Tier 1 eVAL Tool technical assistance to educators in the region.
- Remain current in eVAL 2.0 as adjustments are made.
- Promote the use of eVAL, the eVAL framework calibration videos, and the student perception survey question bank to districts.
- Participate in webinars on the video calibration tools and the student perception survey tools, as well as any other changes to eVAL.
- Refer Tier 2 or 3 support to OSPI Customer Service (360-464-6708) or ESD 113 development team email at eval@esd113.org.
 - For the purposes of this Agreement, support regarding Tier 1 support shall include handling the calls, assisting if possible, and if not, summarizing and passing calls along to the next level. For definitions of the tiers of support, see http://en.wikipedia.org/wiki/Technical_support#Multi-tiered_technical_support.
 - Phone calls or emails may go to a support staff or an existing help desk (such as Regional Institutional Technical Units (RITU) or data center) that could route to the Educational Technology Support Center (ETSC) Director if appropriate or escalate to other support levels if not.

Tier II. Mandatory Tasks

1. TRAINING

- **Instructional Frameworks**
 - Host Stage I and Stage II Instructional Framework trainings to support all newly hired evaluators in the region. Where numbers are small, collaborate with nearby regions to assure that every new evaluator has access to Stage I and Stage II training.
 - Host updates to the Danielson Framework, hours to be determined and approved by TPEP Director.

- Employ/subcontract only with approved Instructional Framework Specialists for Stages I and II, and Danielson updates.
- Provide technology assistant for any virtual TPEP training sessions with more than six (6) and fewer than sixteen (16) participants.
- Optional additional Specialist for virtual events with greater than sixteen (16) attendees or at the discretion of the TPEP Program Director at OSPI.
- Optional additional Specialist for in-person events with greater than twenty (20) attendees or at the discretion of the TPEP Program Director at OSPI.
- Facilitate registration, marketing, location, clock hours, and print materials.
- Provide OSPI with sign-in sheets for all instructional framework trainings.
- **Teacher Overview Training of Trainers**
 - Facilitate at least two (2) two (2) day teacher overview training of trainers (ToTT) in Instructional Frameworks.
 - ToTT trainings may be combined with a Teacher Overview.
 - Provide technology assistant for any virtual TPEP training sessions with more than six (6) and fewer than sixteen (16) participants.
 - Additional Specialist for virtual events with greater than sixteen (16) attendees.
 - Additional Specialist for in-person events with greater than twenty (20) attendees.
 - Provide sign-in sheets for all teacher overview ToTT trainings.
- **Leadership Framework**
 - Coordinate among the regions to facilitate the delivery of the Leadership Framework at various times and locations to accommodate all new evaluators.
 - Reach out to districts with new principal evaluators to ensure their leadership framework training needs are being met.
 - Contract with AWSP for Specialists.
 - Provide technology assistant for any virtual TPEP training sessions with more than six (6) and fewer than sixteen (16) participants.
 - Additional Specialist for virtual events with greater than sixteen (16) attendees to be assigned by AWSP.
 - Additional Specialist for in-person events with greater than twenty (20) attendees to be assigned by AWSP.
 - Facilitate registration, marketing, location, clock hours, and print materials.
 - Provide OSPI with sign-in sheets/attendance verification for all leadership framework trainings.
- **Revised Student Growth Goals (RSGG)**
 - Facilitate OSPI RSGG modules.
 - Hold networks on RSGGs.
 - Coach districts on making the transition to the RSGGs.
 - Provide feedback to OSPI on district needs regarding RSGGs.
- **Rater Agreement**
 - Facilitate Rater Agreement professional learning sessions.
 - Provide technology assistant for any virtual TPEP training sessions with more than six (6) and fewer than sixteen (16) participants.
 - Optional additional Specialist for virtual events with greater than sixteen (16) attendees or at the discretion of the TPEP Program Director at OSPI.
 - Optional additional Specialist for in-person events with greater than twenty (20) attendees or at the discretion of the TPEP Program Director at OSPI.

- Facilitate registration, location, clock hours, and print materials.
- **Feedback Conversations for Professional Growth (Learning-Focused Supervision)**
 - Work with OSPI TPEP Director to arrange to host or co-host one (1) or more sessions (six (6) hours) of Feedback Conversations for Professional Growth professional learning sessions using a facilitator from the approved provider list posted on the [TPEP website](#).
 - Session may be broken into smaller segments.
 - Provide technology assistant for any virtual TPEP training sessions with more than six (6) and fewer than sixteen (16) participants.
 - Optional additional Facilitator for virtual events with greater than sixteen (16) attendees or at the discretion of the TPEP Program Director at OSPI.
 - Optional additional Facilitator for in-person events with greater than twenty (20) attendees or at the discretion of the TPEP Program Director at OSPI.
 - Facilitate registration, location, clock hours, and print materials.
 - Fee may be charged to cover cost of text and/or catering.
- **Equity In Your Framework**
 - Offer “Equity In Your Framework” professional learning sessions as pertinent to your region using Equity in Your Framework teams on the state-approved list. Contact TPEP Program Director for list.
 - Sessions require a team of two (2) approved EIYF facilitators regardless of size of group.
 - Facilitate registration, location, clock hours, and print materials.

Tier III. Tasks

1. Professional Development Trainings

- Facilitate Professional Development sessions on: eVAL 2.0, Assessment Literacy, Evidence, Coherence, HR Supports, Criterion 3, Student Engagement, Evaluation System Standards Toolkit, Best Practices for Virtual Learning.
- Facilitate registration, location, clock hours, and print materials.

2. Networks

- Facilitate District Support Networks / Cross-district TPEP teams in 2-3 hour networking sessions for principals, central office staff, teacher leaders, etc.
- Facilitate registration, location, clock hours, and print materials.

3. Consulting

- Provide evaluation system coaching services to support districts in developing high-quality teacher and principal evaluation systems as determined by the Evaluation System Standards.

4. Work Group

- ESD may participate in Work Groups upon written invitation and approval from the TPEP Program Director.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on July 1, 2022, or date of execution, whichever is later, and be completed on June 30, 2023, 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 ninety thousand dollars (\$90,000). Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount.

ESD Shall be entitled to reimbursement in accordance with the terms set form below. Where applicable, the offsite rate shall apply to tasks completed at an offsite location fifty (50) miles or more from the ESD's address.

Tier I. Mandatory Schedule of Tasks		
Activity	Description	Rate and Budget
Statewide Coordination	Program Coordinator(s) salary and benefits providing or directing activities to support TPEP office hours, providing online support, program administration, TPEP coordination within the region and with other ESDs.	\$10,000
TPEP Leads Meetings	Attend TPEP Leads meetings in person or virtually per TPEP Leads meeting schedule. ESDs may attend in-person meetings virtually at the lower rate; however, ESDs may not attend scheduled virtual meetings in-person at the higher rate.	\$1,200 per meeting in person \$800 per virtual meeting
eVAL Technical Support	Appoint an employee to serve as point of contact and provide Tier 1 eVAL Tool technical assistance to educators in the region. Employee's name shall be provided to TPEP Director.	\$3,000
Total:		Up to \$18,600

Tier II. Mandatory Schedule of Tasks			
Activity	Description	Onsite Rate	Offsite Rate
Training	Instructional Framework Training	\$1,620 / day	\$1,720 / day
	Teacher Overview Train the Trainer		
	Leadership Framework Training		
Training	Optional additional Specialist for virtual events with greater than sixteen (16) attendees or at the discretion of the TPEP Program Director at OSPI.	\$208.33 / hour	N/A
	Optional additional Specialist for in-person events with greater than twenty (20) attendees or at the discretion of the TPEP Program Director at OSPI.		
Training	ESD Personnel to assist for Stage II Training with greater than six (6) attendees and no second	\$50 / hour	N/A

	Specialist or upon approval in writing by TPEP Program Director.		
Training	Danielson Update – Hours TBD by TPEP Program Director	\$270 / hour	Adds \$100 / session
Training	Revised Student Growth Goal Modules	\$270 / hour	Adds \$100 / session
Training	Rater Agreement	\$270 / hour	Adds \$100 / session
Training	Feedback Conversations for Professional Growth: Learning Focused Supervision (LFS)	\$270 / hour	Adds \$100 / session
Training	Equity In Your Framework – Requires approved EIYF Teams of two (2) trainers no matter the group size	\$2,870 / day OR \$478.33 / hour	Adds \$100 / session

Tier III. Optional Schedule of Tasks			
Activity	Description	Onsite Rate	Offsite Rate
Professional Development Trainings	Criterion 3 Teacher Overview Student Engagement eVAL 2.0 Professional Learning Sessions Fundamentals of Assessment Evidence Coherence Evaluation System Standards Toolkit HR Supports Best Practices for Virtual Learning Racial Equity	\$270 / hour	Adds \$100 / session
Training	2nd Trainer for events greater than twenty (20) attendees or upon approval in writing by TPEP Program Director.	\$208.33 / hour	N/A
Networks	District Support Networks / Cross-district TPEP teams - 2-3 hour networking sessions for principals, central office staff, teacher leaders, etc.	\$270 / hour	Adds \$100 / session
Consulting	Evaluation System Coaching Services	\$150 / hour	Adds \$100 / session
Work Groups	Participation by written invitation and approval from the TPEP Program Director. - New Work Group Development	\$3,000	

Work Groups	Participation by written invitation and approval from the TPEP Program Director. - Revisions to Existing Modules	\$1,500	
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Funds for the payment of this Contract are provided by state dollars.

BILLING PROCEDURE

ESD shall submit invoices to the OSPI Contract Manager, Taylor Kidder-Morrill, no later than fifteen (15) days after the months end. 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 ESD 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

ESD 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. ESD 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. ESD 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.

CERTIFICATION REGARDING COVID-19 VACCINATION VERIFICATION PLAN

ESD represents and warrants that ESD has a current COVID-19 Contractor Vaccination Verification Plan to ensure that ESD's personnel (including subcontractors) who perform this Agreement on-site at OSPI's premises, unless properly excepted or exempted by the Proclamation, are fully vaccinated for COVID-19 as of October 18, 2021, as set forth in the Governor's Proclamation, [Proclamation 21-14 – COVID-19 Vaccination Requirement](#) (dated August 9, 2021) as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement](#) (dated August 20, 2021) and by [Proclamation 21-14.2 – COVID-19 Vaccination Requirement](#) (dated September 27, 2021). ESD further represents and warrants that ESD:

- a. Has reviewed and understands ESD's obligations as set forth in [Proclamation 21-14 – COVID-19 Vaccination Requirement](#) (dated August 9, 2021) as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement](#) (dated August 20, 2021) and by [Proclamation 21-14.2 – COVID-19 Vaccination Requirement](#);
- b. Has developed a COVID-19 Vaccination Verification Plan for ESD's personnel (including subcontractors) that complies with the above-referenced Proclamation;
- c. Has obtained a copy or visually observed proof of full vaccination against COVID-19 for ESD personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
- d. Complies with the requirements for granting disability and religious accommodations for ESD personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
- e. Has operational procedures in place to ensure that any contract activities that occur on-site at OSPI premises (other than only for a short period of time during a given day and where any moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by ESD personnel (including subcontractors) will be performed by personnel who are fully vaccinated or properly excepted or exempted as required by the above-referenced Proclamation;
- f. Has operational procedures in place to enable ESD personnel (including subcontractors) who perform contract activities on-site and at OSPI premises to provide compliance documentation that such personnel are in compliance with the above-referenced Proclamation; and
- g. Will provide to OSPI, upon request, ESD's COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.

OSPI the right to inquire into compliance with the verification requirements at any time, to include requesting a copy of the verification plan, spot-checking with such personnel and reviewing ESD's vaccination verification records.

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 for Teaching & Learning 1601 R Ave Anacortes, WA 98221 Phone: (360) 299-4000 Email: fsmith@nwesd.org	Taylor Kidder-Morrill Contracts and Grants Specialist 600 Washington St. SE, P.O. Box 47200 Olympia, WA 98504-7200 Phone: (360) 725-6422 Email: taylor.kidder-morrill@k12.wa.us

CREATIVE COMMONS ATTRIBUTION LICENSE

ESD 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 ESD 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, ESD will license the materials to allow others to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. If ESD 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.

ESD warrants and represents that ESD 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
- 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 ESD and paid for by OSPI as part of this Agreement shall be the property of the State of Washington. Both OSPI and ESD 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 provides and uses to perform this Agreement but which is not created for or paid for by OSPI shall be owned by ESD or such other party as determined by Copyright Law and/or ESD's internal policies; however, for any such materials, ESD 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 ESD nor any subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval of OSPI. ESD 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 ESD to OSPI for any breach in the performance of ESD duties. This clause does not include contracts of employment between ESD 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 ESD, and ESD 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 ESD 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 ESD to suspend performance when OSPI determines there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow ESD'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 ESD written notice to resume performance, and ESD shall resume performance.
 - 3) Upon the receipt of notice under b. (2), if ESD is unable to resume performance of this Agreement or if ESD'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 ESD. 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 ESD. 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 ESD 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 ESD the agreed upon price, if separately stated, for completed work and services accepted by OSPI and the amount agreed upon by ESD 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 ESD 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, ESD 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 ESD 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 ESD 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:


 Signature Title

DocuSigned by:


 Kyla L. Moore, Contracts Administrator

Larry Francois 5/9/2022

 Print Name Date

5/11/2022

 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