INTERLOCAL AGREEMENT Agreement No.20230453

between

OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION

600 Washington Street 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 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

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 2023-2024 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

Page 1 of 13 Interlocal Agreement 20230453 between OSPI and Northwest Educational Service District 189 SBS 183 (Rev. 01/23)

 Develop and execute a feedback loop with districts in the region to align services to meet their needs and collect data on how services have met stakeholder needs.

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.
- o Coordinate with districts and other ESDs regarding TPEP implementation.

Online TPEP Implementation Tools

- o Provide access to online TPEP resources.
- o 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.

Billing

 Facilitate regular invoicing for services with OSPI to ensure accurate data and support budget forecasting.

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.

Page 2 of 13 Interlocal Agreement 20230453 between OSPI and Northwest Educational Service District 189

- Host updates to the Danielson Framework, hours to be determines 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.
- o 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.

Page 3 of 13 Interlocal Agreement 20230453 between OSPI and Northwest Educational Service District 189

- 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)

- Maintain a list of approved providers for Learning Focused Supervision, as supplied by the TPEP Program Director.
- 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.
- 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.

Danielson Update Professional Learning

- Host professional learning in support of the updated Framework for Teaching for schools and districts that use the Danielson instructional framework.
- o Facilitate registration, location, clock hours, and print materials.

Tier III. Tasks

1. Professional Development Trainings

- Facilitate Professional Development sessions on: eVAL 2.0, HR Supports, Evaluation System Standards Toolkit, and other topics aligned to the Critical Attributes in the Revised Student Growth Goals or topics aligned to state criterion for teacher and principal evaluation.
- 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

Page 4 of 13 Interlocal Agreement 20230453 between OSPI and Northwest Educational Service District 189

TPEP Program Director.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on July 1, 2023, or date of execution, whichever is later, and be completed on June 30, 2024, 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), per the Schedule of Payments. 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 providirecting activities to support TPEP office hours, polline support, program administration, TPEP countries within the region and with other ESDs.	oroviding	\$10,000
TPEP Leads Meetings	Attend TPEP Leads meetings in person or virtually per TPEP Leads meeting schedule. ESDs may attend inperson 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
	riigher rate.		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	auy	ady
	Leadership Framework Training		

Page 5 of 13 Interlocal Agreement 20230453 between OSPI and Northwest Educational Service District

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
Training	Optional additional Specialist for in-person events with greater than twenty (20) attendees or at the discretion of the TPEP Program Director at OSPI. ESD Personnel to assist for Stage II Training with greater than six (6) attendees and no second Specialist or upon approval in writing by TPEP Program Director.	\$50 / hour	N/A
Training	Professional Learning supporting Danielson Framework Update – Hours TBD by TPEP	\$270 / hour	Adds \$100 /
	Program Director		session
Training	Professional Learning on the Revised Student Growth Goal, using the SGG 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

	Her III. Optional Schedule of Tasks		
Activity	Description	Onsite Rate	Offsite Rate
Professional	Including but not limited to:	\$270 /	Adds
Development	Teacher overview	hour	\$100 /
Trainings	SGG Critical Attributes		session
	eVAL 2.0 professional learning sessions		
	Evidence		
	HR supports		
	Racial equity		
	Deeper dive into pedagogy in the instructional frameworks		

Training	2nd Trainer for events greater than twenty (20) attendees or upon approval in writing by TPEP Program Director.	\$208.33 / hour	N/A

Page 6 of 13 Interlocal Agreement 20230453 between OSPI and Northwest Educational Service District 189 SBS 183 (Rev. 01/23)

Networks	District Support Networks / Cross-district TPEP teams	\$270 / hour	Adds \$100 /
	 2-3 hour networking sessions for principals, central office staff, teacher leaders, etc. 		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	\$2,500	
Work Groups	Participation by written invitation and approval from the TPEP Program Director. - Revisions to Existing Modules	\$1,500	

Funds for the payment of this Contract are provided by state dollars.

BILLING PROCEDURE

ESD shall submit invoices to the OSPI Contract Manager after completion of the work specified. The invoices 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.

If errors are found in the submitted invoice or supporting documents, the Contract Manager will notify ESD. In order to receive payment, it shall be the responsibility of ESD to make corrections in a timely manner, resubmit the invoice and/or supporting documentation as requested, and notify the Contract Manager.

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. The ESD further certifies that they will ensure that potential subcontractors or subrecipients or any of their

Page 7 of 13 Interlocal Agreement 20230453 between OSPI and Northwest Educational Service District 189 SBS 183 (Rev. 01/23)

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 online 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 contract. Any changes to this information shall be communicated to the other party in writing as soon as reasonably possible.

NWESD 189	OSPI
Fredrika Smith	Taylor Kidder-Morrill
Assistant Superintendent for Teaching and Learning	Contracts and Grants Specialist
1601 R Avenue	600 Washington Street SE
Anacortes, WA 98221	PO Box 47200 Olympia, WA 98504-7200
Phone: 360-299-4095	Phone: 360-725-6422
Email: fsmith@nwesd.org	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.

Page 8 of 13 Interlocal Agreement 20230453 between OSPI and Northwest Educational Service District 189 SBS 183 (Rev. 01/23)

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 Page 9 of 13 Interlocal Agreement 20230453 between OSPI and Northwest Educational Service District 189

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.

Page 10 of 13 Interlocal Agreement 20230453 between OSPI and Northwest Educational Service District 189 SBS 183 (Rev. 01/23)

- 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.

Page 11 of 13 Interlocal Agreement 20230453 between OSPI and Northwest Educational Service District 189 SBS 183 (Rev. 01/23)

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:
- 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.

Page 12 of 13 Interlocal Agreement 20230453 between OSPI and Northwest Educational Service District 189

IN WITNESS WHEREOF, the parties have executed this Agreement.

Signature

Signature

Frinted Name

Superintendent

Title

8/21/23

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

Superintendent of Public Instruction State of Washington
—DocuSigned by:

Kyla L. Moore, Contracts Administrator

8/21/2023

Aprillane

Date

Approved as to FORM ONLY by the Assistant Attorney General



APPLICATION ASSISTANCE

Please contact our technical assistance line for any questions about the state or federal certification program.

Technicalassistance@omwbe.wa.gov (360) 664-9750 | Toll Free (866) 208-1064

SMALL BUSINESS SUPPORT SERVICES

If you are OMWBE certified and want to learn more about utilizing your certification, please contact our small business advocate, Julie Campos.

Juliec@omwbe.wa.gov | (360) 561-7261

LINKED DEPOSIT LOAN INQUIRIES

LDLP@omwbe.wa.gov | (360) 561-7261



OMWBE BUSINESS NEWSLETTER

Keep up with OMWBE events and information by subscribing to our monthly newsletter. public.govdelivery.com/accounts/WAOMWBE/signup/30047

BIDS & CONTRACTING OPPORTUNITIES

omwbe.wa.gov/small-business-assistance/bids-contracting-opportunities

CERTIFIED FIRMS DIRECTORY

Is your agency or business looking to contract with an OMWBE certified business? Visit our certified firms directory. omwbe.wa.gov/directory-certified-firms

CALENDAR OF EVENTS

Are you looking for courses, events, and resources? Visit omwbe.wa.gov/resources/calendar

USING OMWBE LOGOS

To download logos and a certified business badge visit omwbe.wa.gov/about omwbe/use-logos

ADDITIONAL RESOURCES

Washington Electronic Business Solution (WEBS) Ready to do business with the State and Higher Education Institutions? Register as a vendor with the Department of Enterprise Services' Washington Electronic Business Solution (WEBS). For registration and search tips, visit their information page at pr-webs-customer.des.wa.gov/ or contact WEBSCustomerService@des.wa.gov or (360) 902-7400

Minority Business Development Agency (MBDA) is a Federal Government agency dedicated to supporting minority business enterprises. They have a hub in Tacoma, Washington and are available to help businesses throughout Washington State. You can visit their website and request information at mbda-tacoma.com

Procurement Technical Assistance Center (PTAC) provides free technical assistance for businesses interested in government contracting. You can connect with a PTAC counselor by visiting washingtonptac.org

Tabor 100 is an association of entrepreneurs and business advocates devoted to economic power, educational excellence and social equity for African-Americans and the community at large. You can find more information about their organization at tabor 100.org

Washington's Small Business Flex Fund is a resource to help you grow your business. Supported by the Washington State Department of Commerce, the fund helps small businesses access the financial support they need to thrive. smallbusinessflexfund.org

The National Association of Minority Contractors (NAMC) Washington Chapter provides a forum to address the needs and concerns of minority contractors. They meet monthly and provide resources including education and training to minority contractors in construction, advocacy for minority contractors including reducing and removing barriers for equality among other support.

namcwa.com

Washington State's Department of Transportation (WSDOT) Office of Equal Opportunity offers D8E support services in accounting practices, bid preparation, billing and invoicing and many other areas for businesses interested in working with WSDOT and Local Agency highway-related projects. For more information, please visit their information page. wsdot.wa.gov

Business Impact Northwest (Business Impact NW) offers small business coaching, classes, and access to capital with an emphasis of working with traditionally underserved populations. businessimpactnw.org

Are you interested in starting a new business? Please visit the **Small Business Guide** to get started. business.wa.gov

DocuSign

Certificate Of Completion

Envelope Id: 39F93B473E4E437A9CEF24C857FB20E7

Subject: OSPI Contract #20230453 - Action Required

Source Envelope:

Document Pages: 15

Signatures: 0

Certificate Pages: 5 Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

8/18/2023 3:35:33 PM

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent

Envelope Originator:

Location: DocuSign

Marion Kariuki

Marion_kariuki@k12_wa.us

IP Address: 136.228.204.209

Record Tracking

Status: Original

Holder: Marion Kariuki

Marion.kariuki@k12,wa.us

Security Appliance Status: Connected Pool: FedRamp

Storage Appliance Status: Connected

Pool: Carahsoft OBO State of Washington Office of Location: DocuSign

Superintendent of Public Instruction

Signer Events

Signature

Timestamp

Sent: 8/18/2023 3:48:35 PM

Viewed: 8/18/2023 4:09:47 PM

Lisa Matthews Imatthews@nwesd.org

Security Level: Email, Account Authentication

Electronic Record and Signature Disclosure:

Accepted: 8/3/2023 3:56:25 PM

ID: 467f1add-3ac5-4b7d-b6f7-32d43804b2e2

Larry Francois

Ifrancois@nwesd.org

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 8/10/2023 2:21:13 PM

ID: 52587eb0-55f1-400a-90e9-fe3e76ec060a

Kyla Moore

kyla.moore@k12 wa.us

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 2/3/2020 11:29:24 AM

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
Carbon Copy Events	Status	Timestamp
Fiscal Dept contracts@nwesd.org	COPIED	Sent: 8/18/2023 3:48:34 PM Viewed: 8/18/2023 4:09:47 PM

contracts@nwesd.org

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Carbon Copy Events

Not Offered via DocuSign

Fredrika Smith fsmith@nwesd.org

Assist Supt

Security Level: Email, Account Authentication

Electronic Record and Signature Disclosure: Accepted: 5/5/2022 10:52:48 AM ID: 41c2e6dc-5d21-4301-8884-ead9223efaf0

Witness Events

Notary Events

Signature

Status

COPIED

Signature

Envelope Summary Events

Envelope Sent

Status

Hashed/Encrypted

Payment Events

Status

Electronic Record and Signature Disclosure

Timestamp

Sent: 8/18/2023 3:48:33 PM

Viewed: 8/18/2023 3:49:30 PM

Timestamp

Timestamp

Timestamps

8/18/2023 3:48:34 PM

Timestamps

Electronic Record and Signature Disclosure created on: 9/30/2019 4;24:29 PM Parties agreed to: Lisa Matthews, Larry Francois, Kyla Moore, Fredrika Smith

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO State of Washington Office of Superintendent of Public Instruction (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before elicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO State of Washington Office of Superintendent of Public Instruction:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: greg.beck@k12.wa.us

To advise Carahsoft OBO State of Washington Office of Superintendent of Public Instruction of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at greg.beck@k12.wa.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO State of Washington Office of Superintendent of Public Instruction

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to greg.beck@k12.wa.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO State of Washington Office of Superintendent of Public Instruction

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to greg.beck@k12.wa.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO State of Washington Office of Superintendent
 of Public Instruction as described above, you consent to receive exclusively through
 electronic means all notices, disclosures, authorizations, acknowledgements, and other
 documents that are required to be provided or made available to you by Carahsoft OBO
 State of Washington Office of Superintendent of Public Instruction during the course of
 your relationship with Carahsoft OBO State of Washington Office of Superintendent of
 Public Instruction.