

**INTERLOCAL AGREEMENT
Agreement No. 20240076**

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. 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 Educational Service District 105, 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

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.

DELIVERABLES

NWESD 189 shall provide the following deliverables to the OSPI Contract Manager in alignment with Attachment A – Scope of Work and Budget:

Deliverables
1. MEP Program Coordination and Regional Communication
2. MEP Program Design and Development
3. Professional Learning and Technical Assistance
4. Professional Learning: Academic
5A. Non-Academic Initiatives/LEA Support (Health)
5B. Non-Academic Initiatives/LEA Support (Out-of-School Youth)
6. Innovative Services

ACCESSIBILITY REQUIREMENTS

All written documents required under this Agreement shall be produced in format, compliant with the Americans With Disabilities Act and follow the [Web Content Accessibility Guidelines \(WCAG\) 2.0](#), OSPI's formatting standard specified in Attachment C – OSPI Americans with Disabilities Act Compliance: Graphics and Colors, [OSPI's Brand Use Policy](#), and [OSPI's Style Guide](#), which are hereby incorporated by this reference. In the event that the deliverables are not compliant, OSPI may require NWESD 189 to promptly make modifications that will make the deliverables compliant. Additionally, OSPI shall have the right to modify or copy the deliverables in order to make them accessible and/or compliant.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on September 1, 2023, or date of execution, whichever is later, and be completed on August 31, 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 one million ninety-four thousand five hundred sixty-one dollars (\$1,094,561). 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 Budget.

NWESD 189 shall contact the OSPI Contract Manager, via email, for approval of out of state travel prior to encumbering migrant funds for this purpose. All out of state travel must comply with Attachment D – Travel Guidance.

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 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 2023. The invoices shall include the Agreement number and document to the OSPI Contract Manager's satisfaction a description of the work performed, and payment requested. Within approximately thirty (30) calendar days of the OSPI 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.

If errors are found in the submitted invoice or supporting documents, the OSPI Contract Manager will notify NWESD 189. In order to receive payment, it shall be the responsibility of NWESD 189 to make corrections in a timely manner, resubmit the invoice and/or supporting documentation as requested, and notify the OSPI 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

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

NWESD 189	OSPI
Sarah Southard Director 1601 R. Avenue Anacortes, WA 98221 Phone: 360-299-4045 Email: ssouthard@nwesd.org	Sylvia Reyna Director, Migrant Education 600 Washington St. SE, P.O. Box 47200 Olympia, WA 98504-7200 Phone: (360) 742-4654 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 – OSPI Americans with Disabilities Act Compliance: Graphics and Colors
- Attachment D – Travel Guidance
- Attachment E – 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

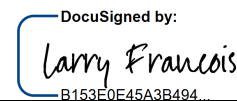
A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party 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

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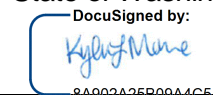
Signature
 Larry Francois

Printed Name
 Superintendent

Title
 8/28/2023

Date

Superintendent of Public Instruction
 State of Washington

DocuSigned by:

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Kyla L. Moore, Contracts Administrator
 8/28/2023

Date

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.

Approved as to FORM ONLY
 by the Assistant Attorney General

Attachment A
Scope of Work and Budget
Migrant Education Program: ESD 189
September 1, 2023-August 31, 2024

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), Grant, 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 migratory 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 migratory students in English Language Arts (ELA), and Mathematics
- F. Graduation support for migratory 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 migratory students

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.

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>H. Support the expansion of Early Childhood Programming models for migratory students. Expand Family engagement activities with focus on school readiness, ELA, and Math</p> <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>	
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Activity	Deliverables	Budget Amount
<p>#1</p> <p>MEP Program Coordination and Regional Communication</p> <p><i>Title I Part C Sec. 1301(5)</i></p> <p><i>Sec. 1306</i></p> <p>List all staff as applicable and % of time dedicated to this activity.</p> <ul style="list-style-type: none"> • Program director/administrator: 40% • Parent Engagement/Early Learning Coordinator: 50% • Migrant Coordinator: 48% • Academic Coordinator: 50% • OSY/Health Coordinator: 0% • Reengagement Specialist: 0% 	<p>1. Statewide Collaboration and Coordination</p> <p>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</p> <p>Using data provided by OSPI and the 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; WIDA 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>	\$315,000

Activity	Deliverables	Budget Amount
	<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 migratory 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.</p> <p>4. Reporting</p> <ul style="list-style-type: none"> • 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 22, 2023, submit projected annual activity calendar in shared calendar <p>Technical Assistance and Grant Planning and Application Support Provide technical assistance to districts on grant applications based on data results.</p>	

Activity	Deliverables	Budget Amount
	<p>5. Summer School, Intersession and Summer Academy Programs Provide technical assistance and professional learning to districts in identifying and planning supplemental services for migratory students including planning summer school and intersession programs to provide ELA, math/science support.</p> <p>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.</p> <p>6. Language Development, Language Acquisition Facilitate access to Title III and TBIP programs professional learning that address the academic content language needs of highly mobile migratory students as measured by state assessments (e.g., WIDA, Smarter Balanced).</p> <p>Support district access to coordinated services so that English learner migratory 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.</p> <p>Provide technical assistance to schools to develop and implement content support in appropriate settings including before/after school, lunch, intersession, and summer programs focused on enhancing the areas of comprehension and academic vocabulary development.</p>	

Activity	Deliverables	Budget Amount										
	<p>7. Advocacy/Outreach</p> <p><i>State Migrant Education Conference-all direct service MEP funded ESD staff are to attend</i></p> <ul style="list-style-type: none">• Preparation, Attendance and Presentations. <p><i>National Migrant Education Conference</i></p> <ul style="list-style-type: none">• Attendance and Presentations. Each ESD shall coordinate with OSPI on presentation proposals and number of staff to attend/participate. <p><i>State Advisory Committee</i></p> <ul style="list-style-type: none">• ESD Migrant Education Program staff will attend at least one (1) State Advisory Committee (SAC) per year, closest to their respective region. See schedule below. <table><tr><th colspan="2">State Advisory Committee Calendar for School Year 2023-2024</th></tr><tr><td>October 13-14, 2023</td><td>Pasco</td></tr><tr><td>January 19-20, 2024</td><td>ZOOM</td></tr><tr><td>March 15-16, 2024</td><td>Wenatchee</td></tr><tr><td>May 17-18, 2024</td><td>Anacortes</td></tr></table> <p><i>Parent Advisory Council</i></p> <ul style="list-style-type: none">• Using the ESD PAC Rubric, identify and prioritize at a minimum three (3) school districts to work alongside throughout the school year to provide TA and PD to assist in establishing a firm foundation for the Core PAC and General PAC. Maintain the developed worksheet to track progress.• Using the Parent Advisory Council Training Guide, embedded with the Family Continuum and 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.	State Advisory Committee Calendar for School Year 2023-2024		October 13-14, 2023	Pasco	January 19-20, 2024	ZOOM	March 15-16, 2024	Wenatchee	May 17-18, 2024	Anacortes	
State Advisory Committee Calendar for School Year 2023-2024												
October 13-14, 2023	Pasco											
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March 15-16, 2024	Wenatchee											
May 17-18, 2024	Anacortes											

Activity	Deliverables	Budget Amount
	<ul style="list-style-type: none"> • Host three regional Core PAC workshops throughout the year to assist and provide TA to LEAs in the consultation of migrant parents in local planning, implementation, and evaluation of program. Follow-up with districts who do not attend to provide encouragement and TA as needed. • 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, financial aid and opportunities to sign up for state and federal programs to prepare students 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 and/or host regional FPD meetings, Convenings, or Grants Managers Meetings to provide support to new and veteran staff implementing a local program specific to Migrant Education and coordination of services with other programs. • 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> <i>Sec. 1306</i></p> <p>List all staff as applicable and % of time dedicated to this activity.</p> <ul style="list-style-type: none"> • Program director/administrator: 4% • Parent Engagement/Early Learning Coordinator: 5% • Migrant Coordinator: 4% 	<p>8. State Service Delivery Plan 2021-2024</p> <p>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>Participate in the statewide Comprehensive Needs Assessment to identify any additional academic and support needs of migratory students.</p>	\$69,561

Activity	Deliverables	Budget Amount
<ul style="list-style-type: none"> Academic Coordinator:0% OSY/Health Coordinator: 0% Reengagement Specialist: 30% 	9. Non-project Districts With OSPI, proactively identify high migratory 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.	
<p style="text-align: center;">#3 Professional Learning and Technical Assistance <i>Title I Part C Sec. 1301(5)</i> <i>Sec. 1306</i></p> <p>List all staff as applicable and % of time dedicated to this activity.</p> <ul style="list-style-type: none"> Program director/administrator: 35% Parent Engagement/Early Learning Coordinator: 40% Migrant Coordinator: 48% Academic Coordinator:20% OSY/Health Coordinator: 10% Reengagement Specialist: 30% 	10. Needs Assessment/Understanding Migratory Lifestyle With OSPI, work with both project and non-project migrant districts to determine migratory student needs and assist districts in the identification and access to other programs and resources for which migratory students are eligible. Conduct <i>Migrant Education 101</i> trainings for new districts and ESD personnel assigned to Migrant Education Programs. 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. Conduct ongoing, as needed, <i>Migrant Education 101 and 201</i> training for districts in each respective region. 11. 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. Provide ongoing training and technical assistance on Early Learning Migrant Ed. 101 modules.	\$306,000

Activity	Deliverables	Budget Amount
	<p>In coordination with other ESDs and experts in the field, 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.</p> <p>In alignment with Memorandum of Understanding (MOU), as signed by all ESD's with Inspire, collaborate with Inspire Centers that have at least a 50% migratory 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.</p> <p>12. 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 migratory 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 (VFF).</p> <p>Coordinate trainings and ongoing technical assistance to support districts in conducting parent information sessions to ensure that migratory 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.</p>	

Activity	Deliverables	Budget Amount
	<p>Use MSIS Graduation Report on the percentage of migratory students enrolled in AP, IB and gifted courses by region to communicate with parents, district leadership, and guidance counselors to increase migratory student access to high quality academic offerings, credit accrual options, and supports.</p> <p>In coordination with OSPI and LEA representatives, develop and deliver training module(s) 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.</p> <p>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.</p> <p>13. OSPI, ESD, MSDRS, and AESD Meetings and Collaboration</p> <p>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.</p> <p>OSPI/ESD Quarterly Meeting Dates (required for all ESD Migrant Program staff): September 27-28, 2023 (Olympia) January 17-18, 2024 (Zoom) March 6-7, 2024 (Yakima, if weather permits) May 8-9, 2024 (Anacortes) August 15-16, 2024, (Yakima) State MEP Conference</p> <p>AESD Network Meeting (SILT): Dates TBD at OSPI AESD level, reports to be provided at quarterly meetings</p>	

Activity	Deliverables	Budget Amount
	<p>Attendees: OSPI MEP Assistant director – Sylvia Reyna, OSPI Migrant Program Champion- Linda McKay, NCESD 171 ESD Representative – Adilenne Espindola, ESD 123</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 D)</p>	
<p style="text-align: center;">#4 Professional Learning: Academic Title I Part C Sec. 1301(5) Sec. 1306</p> <p>List all staff as applicable and % of time dedicated to this activity.</p> <ul style="list-style-type: none"> ● Program director/administrator: 15% ● Parent Engagement/Early Learning Coordinator: 5% ● Migrant Coordinator: 0% ● Academic Coordinator: 30% ● OSY/Health Coordinator: 0% ● Reengagement Specialist: 0% 	<p>Using the agreed upon PD Framework (Attachment E) provide the following professional learning activities.</p> <p>14. 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 migratory students.</p> <p>15. Professional Learning for District leadership, school teaching staff (certificated and paraprofessional) and parent/family in ELA, Math Provide professional learning to address migratory student opportunity gaps as identified by SDP and state assessments that include effective strategies specific to meeting the needs of migratory students to close these gaps.</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>	\$84,000

Activity	Deliverables	Budget Amount
	16. School Improvement ESD MEP staff, in collaboration with OSPI's MEP and OSSSI staff, will identify and provide the supports needed for targeted and priority schools under OSSSI to address the identified needs of migratory students in alignment with the SDP and the ESD's Multi-Tiered Systems of Support (where applicable).	
<p style="text-align: center;">#5a Non-Academic Initiatives/School District Support Title I Part C Sec. 1301(5) Sec. 1306</p> <p>List all staff as applicable and % of time dedicated to this activity.</p> <ul style="list-style-type: none"> ● Program director/administrator: 3% ● Parent Engagement/Early Learning Coordinator: 0% ● Migrant Coordinator: 0% ● Academic Coordinator: 0% ● OSY/Health Coordinator: 50% ● Reengagement Specialist: 0% 	<p>5A Health</p> <p>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>5A-1 Increase Access to Non-Academic Supplemental Health and Social Services Facilitate access to school and community-based supplemental health and social services for all migratory students.</p> <p>5A-2 Identify and Treat Unresolved Health Problems Support early identification and treatment of health conditions previously unidentified or unresolved that may impede a migratory student's academic engagement in collaboration with LEAs and community organizations.</p> <p>5A-3 Improve School Engagement Conduct various informational events/ professional development sessions specific to identifying migratory 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>5A-4 Administrative Fulfill reporting requirements, internal coordination and collaboration, and professional development opportunities.</p> <p>5A-5 Medically Diagnosed Alerts</p>	\$90,000

Activity	Deliverables	Budget Amount
	Work with LEAs (project and non-project) to provide guidance on how they may resolve a Medically Diagnosed Alert and report the results in the Migrant Student Information System (MSIS).	
<p style="text-align: center;">#5b Non-Academic Initiatives/School District Support Title I Part C Sec. 1301(5) Sec. 1306</p> <p>List all staff as applicable and % of time dedicated to this activity.</p> <ul style="list-style-type: none"> • Program director/administrator: 3% • Parent Engagement/Early Learning Coordinator: 0% • Migrant Coordinator: 0% • Academic Coordinator: 0% • OSY/Health Coordinator: 40% • Reengagement Specialist: 40% 	<p>5B 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>5B-1 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>5B-2 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>5B-3 Administrative Fulfill reporting requirements, internal coordination and collaboration, and professional development opportunities.</p>	\$140,000
<p style="text-align: center;">#6 Innovative Services (no more than 10% of total budget)</p> <p>List all staff as applicable and % of time dedicated to this activity.</p> <ul style="list-style-type: none"> • Program director/administrator: 0% • Parent Engagement/Early Learning Coordinator: 0% 	<p>Describe the innovative services to be implemented or coordinated.</p> <p>6.1 \$35,000 My Dream, My Journey Youth Leadership Conference Priority for Service and NEEDS middle and high School migrant students from project and non project school districts to attend conference and engage in hands on workshops that will uplift their intersectionalities, learning styles, cultural wealth, supports needed to thrive in their education/ in connection to High School and Beyond Plan and to also explore programs, processes and hands-on post-secondary pathways at a hosting college/university in the</p>	\$90,000

Activity	Deliverables	Budget Amount
<ul style="list-style-type: none"> • Migrant Coordinator: 0% • Academic Coordinator:0% • OSY/Health Coordinator: 0% • Reengagement Specialist: 0% 	<p>areas of technical/vocational careers, 2 year college careers, 4 year transfers and apprenticeship programs.</p> <p>6.2 \$15,000 Aztec Math Teacher/Para PD Math teachers and paras working with migrant students and families to learn about Nepohualtzintzin (Aztec Math) and uplift the funds of knowledge of Indigenous Aztec/Mexica math tools/concepts/algorithms. Teachers will:</p> <ul style="list-style-type: none"> • Learn new math strategies/tools that are culturally relevant • Learn the history, culture and create math bracelets/tables used to calculate math problems • Connect the home of migrant students to the classroom <p>Workshop with migrant parents on learning about the Nepohualtzintzin Aztec Math and connection to science and agriculture</p> <p>6.3 Lo Que Sigue \$10,000 For the year 2023-2024 Lo Que Sigue is looking to do a once a month college / career exploration throughout the school year with a week-long program during the summer exclusively for migrant students. The funds would go towards transportation and food for the participants.</p> <p>6.4 \$5,000 Family Engagement Conference 112 Partnering with ESD 112 to develop a family engagement conference in the ESD 112 region specifically targeted to families of migrant and bilingual students. Specific funding support from this contract will be supplemental to support workshops and programming for migrant families and students exclusively.</p> <p>6.5 \$20,000 Hiking and Credit Retrieval program Purpose of this program will be to get students into nature to support their mental health, give them an incentive to stay connected to school, and provide them credit retrieval through PASS Biology OR Environmental Science.</p>	

Activity	Deliverables	Budget Amount
	<p>6.6 \$5,000 Non-Project Support</p> <p>Provide supplemental funds to support students in non-project districts to attend opportunities and access resources that would otherwise be supported by a district migrant education grant. These could include supplemental resources, as needed and appropriate, for access to educational opportunities (i.e. providing access to internet and electronic devices, registration fees for conferences, licenses, summer camps, etc.)</p>	
	<p>TOTAL ALLOCATION Includes administrative fee.</p>	<p>\$1,094,561</p>

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.

OSPI Americans with Disabilities Act (ADA) Compliance: Graphics & Colors

Because of their disability, many people with low vision do not see webpages the same as others. Some see only small portions of a computer display at one time. Others cannot see text or images that are too small. Still others can only see website content if it appears in specific colors.

For these reasons, many people with low vision use specific color and font settings when they access the Internet – settings that are often very different from those most people use.

For example, many people with low vision need to use high contrast settings, such as bold white or yellow letters on a black background. Others need just the opposite – bold black text on a white or yellow background. And, many must use softer, more subtle color combinations.

Tips for Graphic Creation that is Accessible

- Provide good contrast. Be especially careful with light shades of gray, orange, and yellow.
- Use True Text whenever possible. You can see True Text (TT) next to the font selection in most programs.
- Avoid all caps. All caps can be difficult to read and can be read incorrectly by screen readers.
- Use adequate font size. Font size can vary based on font chosen, but 10 point is usually the minimum.
- Make sure links are recognizable. Differentiate links in the body of the page with underline or bold. Links should clearly tell the user where the link will take them (no "click here" links).
- Don't convey content with color alone. Users

often can't distinguish or may override page colors.

Resources for Web Accessibility

- [Color code finder](#). Upload a photo to find the different color codes.
- [Color contrast checker](#). Enter color codes to find out which foreground and background combination is accessible.

Accessible Color Guidance

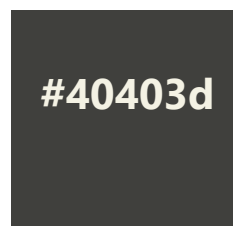
The colors below are OSPI's main brand colors and associated codes. They are displayed with text and background color in ADA compliance.

OSPI's cream and charcoal colors should be used in designs instead of white and black.

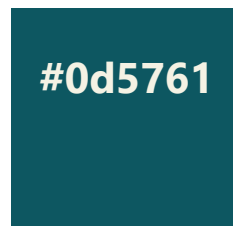
Cream color code: #f7f5eb

Charcoal color code: #40403d

Preferred



Optional



Washington Office of Superintendent of
PUBLIC INSTRUCTION

**Attachment D
Travel Guidance
Washington State Migrant Education Program
Travel Guidance
Fiscal Year 2023-2024**

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. An exception will be made for 2023-2024 National Migrant Education Conference as the event will be held in Portland, Oregon this year.

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 E - Migrant Education Program Professional Development Framework

