



**INTERLOCAL AGREEMENT
SERVICES PROVIDED TO ESD112
FISCAL 2023-2024**

PARTIES TO THE AGREEMENT:
Educational Service District No. 112 (ESD112)
 2500 NE 65th Avenue
 Vancouver WA 98661

Service Provider
Northwest Educational Service District No. 189 (the District)
 1601 R Avenue
 Anacortes WA 98221

IN WITNESS WHEREOF, the District and ESD112 (the Parties) have executed this Agreement on the date and year indicated below. Signed versions of this Agreement transmitted by facsimile copy or electronic mail shall be the equivalent of original signatures on original versions.

EDUCATIONAL SERVICE DISTRICT NO 112

AUTHORIZED SIGNATURE: 
Tim Merlino (Apr 3, 2024 15:12 PDT)

DATE: **Apr 3, 2024**

NORTHWEST EDUCATIONAL SERVICE DISTRICT NO 189

AUTHORIZED SIGNATURE: 
Larry Francois (Apr 3, 2024 15:08 PDT)

DATE: **Apr 3, 2024**

Summary Description of Service	Agreement Term	Fee
Coordinators will support both planning and facilitation of the MTSS/IPP PLC including attendance & participation in working group meetings, content design of the PLC, facilitation of the PLC sessions, and communications/collaboration with participating schools/districts.	Start Date: November 1, 2023	Total not to exceed: \$6,000.00
	End Date: June 30, 2024	
	Agreement Number PO# to be assigned	

This Agreement consists of this signature and duties page and the following exhibits, which constitute the entire understanding of the Parties.

Exhibit A	Scope of Services Provided
Exhibit B	General Terms & Conditions
Exhibit C	Delivery Work Scope

ESD112 ACCOUNTING:

ACCT NO	5940 27 7980 4220 0000 0000 0	100%
GRANT FUNDED?	Y [X] N []	Grant End Date:
IF FEDERAL AWARD, ANL	NA	06/30/2024

IF OPTING OUT OF ELECTRONIC SIGNATURE:

Send scanned copy of Agreement with
 apcontracts@esd112.org

EXHIBIT A

CONTACTS AND SCOPE OF SERVICES PROVIDED

AGREEMENT CONTACTS

	ESD112	DISTRICT
<u>Program / Service</u>		
Name:	Kathy Whitlock	Dr. Fredrika Smith
Position:	Executive Director	Assistant Superintendent for Teaching & Learning
Phone:	360.952.3417	360.299.4036
Email:	kathy.whitlock@esd112.org	fsmith@nwesd.org
<u>Billing</u>		
Name:	Anthony Jarrell	Joanie Ritchey
Phone:	360.952.3307	360.299.4718
Email:	anthony.jarrell@esd112.org	jritchey@nwesd.org
<u>Signature Authority/ Notice</u>		
Name:	Tim Merlino	Larry Francois
Position:	Superintendent	Superintendent
Phone:	360.750.7500	360.299.4003
Email:	Tim.merlino@esd112.org	lfrancois@nwesd.org

- I. **Purpose.** Support schools and districts to strengthen Tier 1 instructional, behavioral, and social emotional practices by means of effective teaming, data-informed decision making, and classroom observations.
- II. **Term of Agreement.** This Agreement shall be effective November 1, 2023 and continue until the earlier of the date both Parties have satisfied their obligations set forth in this Agreement, the date the Agreement is terminated in accordance with Exhibit B, Section IV, or June 30, 2024.
- III. **Financial Terms.** The District shall invoice ESD112 for services, as described below, consistent with requirements of Exhibit B, Section II.
 - a. The District shall invoice an amount not to exceed \$6,000.00.
 - b. ESD112 shall pay the invoice, consistent with the requirements of Exhibit B, Section II.
 - c. The Final invoice shall be due no later than July 15, 2024. Invoices received subsequent to this date shall be subject to denial, based on funds available.
- IV. **District Responsibilities.** The District shall perform the following to accomplish Agreement objectives:
 - a. Adhere to the budget and budget provisions outlined in Exhibit D, and Exhibit B Section II.
 - b. Adhere to the performance provisions as outlined in *Exhibit C Delivery Work Scope*.
 - c. **CREATIVE COMMONS ATTRIBUTION LICENSE.** The District understands that, except where otherwise agreed to in writing or approved by OSPI or ESD112, all original works of authorship produced under this Agreement shall carry a Creative Commons Attribution License, version 4.0 or later. All materials the District 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. The District shall license materials that are delivered under this Agreement, but that incorporate pre-existing materials not produced under this Agreement, to allow others to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. If the District desires to limit these pre-existing portions of the work to non-commercial use, the Creative Commons Attribution-Non-Commercial-Share-Alike license, version 4.0 or later, is acceptable for these specific sections. By execution of this Agreement, the District warrants and represents that the District has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to apply such a license.

d. Invoice ESD112 on a timely basis for services rendered in accordance with Section III above.

V. **ESD112 Responsibilities.** ESD112 shall perform the following to accomplish Agreement objectives:

- a. Review and pay approved invoices billed, consistent with requirements of Exhibit B, Section II and all terms of the Agreement.
- b. Provide on-going communication regarding project schedule and expectations.

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

a. **Section III.g** under the General Obligations of the Parties Section, shall be replaced in its entirety with the following:

Both Parties shall maintain books, records, documents, data and other materials compiled and related to the performance of their obligations under this Agreement for the time period required under law or any applicable grant agreement. These records shall be subject to inspection, review or audit by personnel of both Parties, other personnel duly authorized by either party, OSPI, the State Auditor's Office, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement shall be retained for six (6) years after expiration and the State Auditor's Office, OSPI, federal auditors, and any persons duly authorized by the Parties shall have full access and the right to examine any of these materials during this period. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party shall 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 shall utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

b. **Section V.j Intellectual Property** under the General Provisions Section, shall be replaced in its entirety with the following:

Copyright in all material created by the District and paid for as part of this Agreement shall be the property of the state of Washington. OSPI, the District and ESD112 may use these materials, and permit others to use them, for any purpose consistent with their respective missions as agencies of the state of Washington. This material includes, but is not limited to: books, computer programs, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Material which the District provides and uses to perform this Agreement but which is not created for or paid for by this agreement shall be owned by the District or such other party as determined by copyright law and/or the District's internal policies; however, for any such materials, the District hereby grants (or, if necessary and to the extent reasonably possible, shall obtain and grant) a perpetual, unrestricted, royalty free, nonexclusive license to OSPI to use the material for OSPI internal purposes.

**EXHIBIT B
GENERAL TERMS & CONDITIONS**

I. AUTHORITY

- a. This Agreement between ESD112 and the District, is entered into in accordance with the authority granted in the Interlocal Cooperation Act, RCW 39.34 (specifically 39.34.030 and 39.34.080) and provisions that authorize educational service districts and school districts to contract with each other for services, specifically 28A.310.010, 28A.310.180, 28A.310.200, 28A.320.080 and 28A.320.035.
- b. The provision of educational, instructional, or specialized services in accordance with this Agreement shall support improvement of student learning or achievement.
- c. A separate legal entity is not being created. ESD112 shall administer the joint undertaking described in the terms of this Agreement.

II. FINANCE, BUDGET & PROPERTY

- a. **Invoices.** The District shall invoice ESD112 as described in Exhibit A, Section III. ESD112 shall pay the invoice within forty (45) days of receipt. Invoices may be billed electronically to contracts.invoices@esd112.org (preferred) or by mail to ESD112's business mailing address, ATTN: Accounts Payable.
- b. **Property.** Neither party is acquiring real property. Any personal property that is acquired will be owned and retained by the party that pays for the personal property.

III. GENERAL OBLIGATIONS OF THE PARTIES. ESD112 and the District shall:

- a. Conduct background checks on any officials, employees, volunteers, or agents who may perform obligations under this Agreement and who may have contact with children in a public school or ESD112 facility or otherwise have access to children in delivery of services under this Agreement. No person employed or contracted by a party to the Agreement who has plead guilty to, or been convicted of, a felony crime specified in RCW 28A.400.322 shall be allowed to do work under this Agreement if they may have contact with children in a public school or ESD112 facility. Failure to comply with this provision shall constitute grounds for immediate termination of the Agreement.
- b. Comply with federal, state, and local laws in performing obligations under this Agreement, and any policies or regulations adopted by the Parties' boards of directors, including restrictions on use of tobacco on school district property.
- c. Obtain and maintain commercial general liability insurance and automobile liability insurance in an amount not less than \$1,000,000 per occurrence. The Parties shall, upon request, provide each other suitable evidence of the insurance coverage that is required.
- d. Obtain any licenses or permits that are required to perform their respective obligations under the Agreement.
- e. Perform their obligations in accordance with the terms of this Agreement AND any federal or state grant that is funding any of the obligations under this Agreement, as applicable.
- f. Take all necessary steps to protect the confidentiality of educational records and shall not disclose such records or the information obtained from having access to such records without obtaining the consent of the other party and the parent of the student whom the record pertains to.
- g. Maintain books, records, documents, data and other materials compiled and related to the performance of their obligations under this Agreement for the time period required under law or any applicable grant award agreement. Both Parties agree to provide the other party access to and copies of any such books, records, documents, data or other materials.

IV. TERMINATION. Either party may terminate this Agreement by providing the other party thirty (30) days prior written notice, provided ESD112 may terminate this Agreement immediately, without prior notice, if any of the funds ESD112 receives or has budgeted for in connection with its payment obligations under this Agreement are reduced or eliminated. Upon termination, the joint undertaking shall be dissolved, and the Parties shall retain ownership of the personal property they acquired in connection with this Agreement.

V. GENERAL PROVISIONS

- a. **Amendment.** Changes to services the District is obligated to provide or fees ESD112 is obligated to pay shall be addressed in signed amendments to this Agreement, executed thirty (30) days before the amendment is to take effect, unless otherwise mutually agree.
- b. **Assignment.** This Agreement may not be assigned by either party without prior written consent of the other party.
- c. **Attorney's Fees and Costs.** In the event litigation arises out of this Agreement, each party shall bear its own attorney's fees and costs.

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- d. **Captions.** Paragraph headings have been included for the convenience of the Parties and shall not be considered a part of this Agreement for any purpose relating to construction or interpretation of the terms of this Agreement.
- e. **Compliance Orders.** The District shall:
 - i. Deliver all services under this Agreement in compliance with the most current guidelines issued by the Centers for Disease Control and Prevention (CDC), Washington Department of Health, and the Office of Superintendent of Public Instruction (OSPI) guidelines, and comply with the state proclamations and orders as pertains to any infectious disease outbreaks or pandemics.
 - ii. Adjust delivery of services as requested and/or required to meet needs to comply with Section V.e.i above without modification to terms of the Agreement.
- f. **Conflict of Interest.** Neither party shall receive compensation from more than one political subdivision of the state of Washington for the same work that is being done under this Agreement. If either party is providing services to another organization that are the same as the services being provided and compensated for under this Agreement, the amount paid under this Agreement shall constitute an overpayment, which shall be withheld from future payments or reimbursed. No person engaged in any activity associated with this Agreement has a personal financial interest, direct or indirect, in this Agreement. The District and ESD112 warrant that neither party presently has interests, and will not acquire interests, directly or indirectly, which would create a conflict of interest in performing the obligations under this Agreement. Any direct or indirect conflict of interest must be disclosed.
- g. **Force Majeure.** ESD112 and the District shall not be liable for any failure to perform its obligations in this Agreement, and shall not be liable for the damages under Section IV above, if the failure to perform or action that gave rise to damages is a result of any act of God, riot, war, civil unrest, flood, earthquake, or other cause beyond such party's reasonable control, such as changes to federal, state or local laws, but excluding failure caused by a party's financial condition or negligence.
- h. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Washington. Venue for any legal action or proceeding arising out of or in any way related to this Agreement shall be in Clark County, Washington.
- i. **Indemnification.** Both Parties agree to protect, defend, indemnify and hold the other party, and its directors, officers, agents and employees harmless from any and all claims and losses that are caused by the indemnifying party, or the indemnifying parties directors', officers', agents' or employees' negligent or malicious acts or omissions.
- j. **Intellectual Property.** Any materials produced under this Agreement shall be owned by ESD112. ESD112 will be considered the author of such materials to the extent materials being produced by the District in connection with this Agreement are found to be "works made for hire". The District hereby irrevocably assigns all right, title and interest in such materials, including intellectual property rights, to ESD112 effective from the moment of creation. The District shall not use any materials produced for ESD112 in connection with this Agreement without obtaining ESD112's prior written consent.
- k. **Non-Discrimination.** Per the requirements of state, local and federal laws, ESD112 and the District agree not to discriminate on the basis of race, color, religion (creed), national origin (ancestry), citizenship or immigration status (except as permitted by applicable laws), age, sex, gender expression or identity, sexual orientation, genetic information, honorably discharged veteran or military status, national guard or uniformed service status, marital status, family/parental status, income derived from a public assistance program or income assignment for child support, domestic violence victim status (if known), arrest and court record (except as permitted by applicable laws), political beliefs, non-job-related physical, sensory, or mental disabilities, use of a trained guide dog or service animal, credit history or credit report (unless directly related to a bona fide occupational qualification), or reprisal or retaliation for prior civil rights activity. Inquiries regarding compliance and/or grievance procedures for ESD112 may be directed to ESD112 at its address above.
- l. **Notice.** Whenever notice is required under this Agreement, it shall be provided by emailing or by mailing the notice to the contacts as provided in the cover to this Agreement. Notice shall be deemed effective upon the earlier of actual receipt or three (3) days after notice is deposited in the United States Mail, postage prepaid.
- m. **Severability.** If any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of the Agreement which can be given effect without the invalid term, condition, or application; to this end, the terms and conditions of this Agreement are declared severable.
- n. **Waiver.** No provision of this Agreement, or the right to receive reasonable performance of any act called for by its terms, shall be deemed waived by a waiver of a breach thereof as to a particular transaction or occurrence.
- o. **Whole Agreement.** The Parties acknowledge that they have read and understand this Agreement. The Parties further agree that this Agreement constitutes the entire agreement between the Parties and supersedes all communications, written or oral, related to the subject matter of this Agreement. This Agreement may only be modified or amended upon signed written agreement of both Parties.

VI. Exclusion, Debarment and Suspension Certification. Per the requirements of Executive Order 12549, ESD112 and the District certify by signature to this Agreement that neither they , nor their officers, directors, general managers or persons having primary management or supervisory responsibilities, are on the Excluded Parties List Report (web address: <http://www.sam.gov/SAM>) and that they are not presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded for the award of contracts by any federal governmental agency or department. The District further agrees to include the above requirement in all subcontracts into which it enters for services rendered under this Agreement. ESD112 and the District shall provide immediate written notice to each other if, at any time during the term of this Agreement, including any renewals hereof, they learn that this certification has become erroneous by reason of changed circumstances.

EXHIBIT C
DELIVERY WORK SCOPE

1. PLC will design and deliver 5 PLC sessions from November – June 2024. Participating coordinators will decide dates/times to offer 5 monthly sessions as well as dates/times/frequency of their planning meetings.
2. District and school teams can receive up to 15 clock hours for participation in this PLC. Teams are expected to attend five 2-hour sessions and spend an additional hour each month preparing/planning/implementing as a team.
3. Coordinators will attend planning meetings, facilitate PLCs, and be available to answer specific questions or needs from the participants. The facilitation and planning time can be shared in whatever way makes sense and is agreed upon by the coordinator team. Participating coordinators might expect approximately 30+ hours of commitment to this PLC.
4. Collaborative experiences that strengthen understanding of MTSS, inclusionary practices and Universal Design for Learning. This series will support teams to develop or improve team structures, data collection and use, as well as designing and testing classroom observation tools. Intentional time and structure will be provided so leaders can think, learn, and problem solve implementation barriers to MTSS and UDL/Inclusionary Practices together.
5. Coordinators will learn from one another and build their own expertise and understanding of how MTSS/IP/UDL are necessary components of inclusive education as well as collectively improve capacity to serve school/districts.
6. Structures to Support Planning: The AESD IPP Work Group structure and facilitation will support the collaborative planning of the MTSS/IPP PLC. The AESD IPP Work Group is an interagency team who has effectively collaborated for the past two years with OSPI, WASA, and AWSP to produce.
7. Communication to working group members and districts involved the PLC.