

COLLABORATION AGREEMENT

between



Whitaker Peace & Development Initiative

hereinafter referred to as "WPDI"

and

Northwest Educational Service District 189

hereinafter referred to as "NWESD"



For

Peace Education Collaboration and Training Opportunities

WPDI and NWESD are hereinafter referred to as the "Parties" and this Collaboration Agreement is hereinafter referred to as the "Agreement."

Dated as of October 20, 2023

Whereas WPDI, as a not-for-profit organization founded by Forest Whitaker to support his humanitarian work and mission as UNESCO Special Envoy for Peace and Reconciliation, aims at helping societies affected by destructive conflicts and gang violence to transform into safer and more productive communities, with a special focus on assisting young people experiencing the aftermath of violence, war and trauma;

Whereas NWESD provides, a centralized point for the set of services and information relevant to K-12 education in Washington. NWESD serves 35 school districts, Tribal Education Compact Schools and several private schools in Island, San Juan, Skagit, Snohomish, and Whatcom counties.

Whereas the Parties firmly believe in the power of peace education to create safe learning environments and to create the conditions necessary to enhance social and emotional learning of students, dialogue and reconciliation;

Whereas the Parties recognize the significant and indispensable role of Conflict Resolution Education ("CRE") and social-emotional learning, and have determined to deliver professional development training and other related support services to schools under NWESD's advisory agency from 2023-2026.

Now therefore, the Parties hereby agree as follows:

Article 1 – Purpose

- 1.1 The purpose of this Agreement is to establish the general terms and conditions of the arrangements between the Parties. Specific terms and conditions regarding any particular project or activity contemplated by this Agreement will be set forth in one or more supplements to this Agreement or separate agreements.

Article 2 – General Provisions

- 2.1 This Agreement establishes a framework for cooperation between the Parties, outlines certain institutional aspects of the cooperation, and determines the general conditions that will govern the cooperation for the implementation of the Program. This agreement establishes a three-year collaboration between the Parties to fully implement professional development training for counselor and educators, and other educational support services to NWESD affiliated schools during from 2023-2026.
- 2.1 Each Party shall be responsible for all costs associated with its own activities under this Agreement unless otherwise agreed upon in writing. None of the Parties shall be obligated to contribute funds to any other Party.

Article 3 – Obligations of WPDI

- 3.1 WPDI shall assign a director (the “Program Director”) as the primary point person to facilitate, coordinate, and communicate with NWESD with respect to all activities contemplated by this Agreement. The Program Director shall maintain an open dialogue with the designated District representatives, be responsible for providing deliverables in a timely manner, and ensure that Program activities meet the goals and requirements of the Parties.
- 3.2 WPDI will collaborate with NWESD to deliver a **Train-the-Trainers Peer Mediation Program** for Counselors from various schools from across NWESD territory schools. In the initial pilot phase, WPDI will provide 12-18 hour peer mediation training to groups of counselors (30 participants per group) in-person and online. At the end of each academic year, a review period will occur with all Parties to revise and improve the Program and adapt it to the needs of NWESD.
- 3.3 WPDI agrees to deliver **Professional Development Training** on a myriad of CRE and SEL themes to K-12 educators, counselors, and administrators at NWESD school districts (elementary, middle, and high school). Trainings may be delivered online, in-person, or a combination of the two as agreed by WPDI. The scope of work for these trainings will be revisited from time-to-time to ensure that the program is curated to the needs of NWESD and meets minimum participation requirements of WPDI. During program implementation, WPDI’s Conflict Resolution Education Trainer will provide technical assistance in-person and online training in Restorative Practices (Conflict Resolution Education and Social-Emotional Learning (SEL)) to NWESD’s schools through regular online courses following a schedule predetermined by both Parties. There is no maximum number of participants for online trainings.
- 3.4 WPDI agrees to **curate educational content** with designated educators from NWESD to best support the needs, goals, and vision of schools keen on advancing school safety and peace education.
- 3.5 WPDI agrees to work with **an independent evaluator** to collect monitoring and evaluations (“M&E”) data to objectively review and assess the program’s results using pre-tests and post-tests with the entire District, as well as focus groups with select students, teachers,
- 3.6 Contingent upon the availability of funding, WPDI agrees **to form partnerships with designated NWESD Schools** eager to transform their school environments by providing in-depth school-wide professional development training, demonstration lessons, and conflict coaching for teachers and school leaders.
- 3.7 WPDI will offer its **Parenting Program** virtually to schools and districts in the NWESD territory following a predetermined schedule agreed upon in advance.
- 3.8 WPDI will participate in regular strategic and planning meetings with NWESD to ensure that the Program and its goals are being met at NWESD.

- 3.9 WPDI will coordinate with NWESD to develop work plans and/or timelines for the implementation of each phase of the Program.
- 3.10 Any communications or promotional materials referencing NWESD must first be approved in writing by NWESD.
- 3.11 WPDI shall be responsible for the salaries, other compensation, and benefits of all its employees, and the compensation of its consultants, for activities or work performed under this Agreement.
- 3.12 WPDI will provide all resources requested to NWESD and its educators electronically. WPDI will not be responsible for any costs associated with printing any of its materials.

Article 4 – Obligations of NWESD

- 4.1 NWESD will appoint a Liaison to regularly communicate with WPDI. Liaison who will serve as the point person to WPDI for all items related to the program and its implementation, including but not limited to, scheduling support, reviewing new materials, coordinating events and trainings, and communicating messages to District educators.
- 4.2 NWESD will coordinate with WPDI to implement the **Train-the-Trainers Peer Mediation Program** online and in-person. NWESD will work with WPDI to develop timelines for the implementation of each phase of the program, carry out all the marketing of the program among its district partner schools, handle all recruitment and registration of participants, provide a venue for training for portions delivered in-person, and set up virtual links for online aspects of the program.
- 4.3 NWESD will market and promote the **Professional Development Training offerings** on a variety of Restorative Practices topics. The trainings will occur online and in-person following a schedule agreed upon in person by both parties. NWESD will endeavor to support the success of the program by encouraging educators to attend Professional Development sessions delivered by WPDI (a minimum of 25 educators in Year 1 with aim to expand to 50 participants by Year 3).
- 4.4 NWESD will endeavor to encourage schools to adopt the CRE tools offered by WPDI, and promote the collaboration throughout NWESD schools. NWESD will include WPDI in related events and promotional activities carried out throughout its regional districts. Schools keen on advancing the Program may reach out to WPDI to form subsequent partnership agreements and **implement the Program's existing curriculum and curate new content.**
- 4.5 NWESD will promote and handle registration for WPDI's 3-part **Parenting Program** among all its partnering Districts. The program is available virtually and will be available upon request and scheduled in advance with both Parties. NWESD will endeavor to recruit 25 participants in Year 1 and progress to 50 participants by Year 3.

- 4.6 NWESD shall cooperate with WPDI's independent evaluator to assess all aspects of the Program implementation in connection with this Agreement. This may include, but not be limited to, online surveys completed by Program participants, focus groups, and interviews with evaluator.
- 4.7 NWESD shall be responsible for the salaries or other compensation and benefits of District Participants, and any consultants relating to activities or work performed under this Agreement.
- 4.8 NWESD will allot time each month to provide feedback to WPDI and ensure that participation by its educators and member schools is active, and that the collaboration is marketed.
- 4.9 NWESD acknowledges that WPDI will not be responsible for the salaries of participants attending WPDI workshops and events.
- 4.10 NWESD will provide WPDI with access to the Zoom links in advance of online trainings and provide IT support, if necessary, during the delivery of online sessions.
- 4.11 NWESD will collaborate with WPDI to disseminate flyers, promotional materials, and educational opportunities to school districts within its regional agency to highlight this partnership and to provide educational support services. NWESD will promote WPDI's Domestic Harmonizer Virtual Center to its school districts.
- 4.12 NWESD agrees to allow WPDI take photos during in-person and online screenshots for virtual sessions in order for WPDI to promote the partnership on its Domestic Harmonizer Virtual Center, WPDI social media, website, and other marketing materials.

Article 5 – Communication and media activities

- 5.1 No Party shall make any public announcements regarding or in connection with this Agreement or any of the activities contemplated hereby without the prior written consent of the other Parties. All such public announcements shall be coordinated among the Parties.

Article 6 – Notification

6.1 The addresses for service of notices under the present Agreement shall be:

For WPDI:

Name: Caroline Descombris
Title: Executive Director
Tel: 213-625-0410
Email: Caroline@wpdi.org

For NWESD

Name: Fran McCarthy
Title: Director, SP&S
Tel: 360-299-4098
Email: fmccarthy@nwesd.org

6.2 Each Party shall inform the other Party as soon as practicable of any change to the above addresses.

Article 7 – Term

7.1 This Agreement shall take effect upon the date signed by NWESD, and remain in force for three (3) academic years. The Parties may extend the term of the Agreement for two additional years for a total of 5 year term, upon mutual written consent at least 90 days before the expiration of the initial term.

Article 8 – Intellectual Property

8.1 All works of authorship, regardless of form or whether or not copyrightable, and all inventions or discoveries, whether or not patentable or reduced to practice, that are made, created, or conceived under this Agreement by WPDI ("Works") shall be owned exclusively by WPDI. Any patent prosecution or other efforts to record, register or otherwise secure WPDI's rights to such Works shall be paid for by WPDI.

8.2 WPDI hereby grants and shall grant to NWESD a perpetual, world-wide, royalty-free, non-transferable, non-exclusive license to make, use, reproduce, publicly display and perform, make derivative works of, distribute and import (for purposes of this Section 9.2 only, collectively, "use") any Works developed in furtherance of the activities set forth in the Statement of Work. All licenses granted pursuant to this Section 9.2 shall be solely for any non-commercial purposes related to projects or programs contemplated by this Agreement, whenever and wherever implemented.

8.3 NWESD shall not have or obtain any right, title, or interest in or to any of the Works of WPDI, except for the licenses set forth in this paragraph. For the term of this Agreement,

WPDI hereby grants to NWESD a royalty-free, non-transferable, non-exclusive license to use the Works solely in connection with this Agreement.

Article 9 – General Conditions

9.1 Use of Names, Marks and Logos of the Parties

During the term of this Agreement, each Party grants to each other Party a revocable, non-exclusive license to use its name or image or any trademark, service mark, trade name, logo or other symbol owned by it ("Name and Marks") in connection with promoting, marketing and advertising their joint activities under this Agreement, subject the procedures set forth in Section 6 above. All publications or other uses of the Name and Marks of a Party by any other Party shall be subject to prior review and approval by the Party whose Name or Marks are to be used. Any advertising contracted for by the Parties to raise any funds for any program shall be subject to mutual approval of the Parties, not to be reasonably withheld taking into account the nature of such advertising in relation to activities of each Party.

9.2 No Use of the Name of Forest Whitaker

The Parties shall not make any reference to Mr. Whitaker or use Mr. Whitaker's name, photo, video or other likeness, written or oral statements, or biographical information for any purpose without Mr. Whitaker's prior written consent. Mr. Whitaker is expressly intended to be a third-party beneficiary of this provision.

Notwithstanding the foregoing, the Parties shall not be liable for unauthorized references to Mr. Whitaker or use of Mr. Whitaker's name, logo, biographical material or likeness by its students, but the Parties shall, upon notice of such unauthorized reference or use, take all reasonable steps to terminate such unauthorized use and prevent further occurrences of the same.

9.3 Insurance

Each Party shall procure and maintain in force during the term of this Agreement, at its cost and expense, commercial general liability and, business automobile liability insurance or a program of self-insurance or any combination thereof, in each case with commercially reasonable coverage limits. Each Party shall also maintain workers' compensation and disability coverage for its employees as required by State of Washington law. Each Party shall provide each other Party with evidence of all insurance or self-insurance coverage required by this paragraph prior to beginning performance under this Agreement.

9.4 Conformity with Laws

The Parties shall comply with all codes, ordinances, rules, regulations and requirements of all municipal, State and Federal authorities now in force or which may hereinafter be in force pertaining to the performance of this Agreement. The Parties agree that in the event new governmental requirements are imposed which affect the parties' obligations and

performance under this Agreement, the Parties shall negotiate mutually acceptable additional terms to conform this Agreement to such new requirements if necessary. The Parties will not permit any person to receive, directly or indirectly, any improper benefit in connection with any activity pursuant to this Agreement.

9.5 **Indemnification**

Each Party shall defend, indemnify, and hold the other Parties, their officers, employees, and agents harmless from and against any and all liability, loss, expense, including attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury (including death) or damages are caused by or result from (i) the negligent acts of the indemnifying Party, its officers, employees or agents and (ii) failure to comply with the provisions of Annex A attached hereto. The Party seeking indemnification agrees to provide the indemnifying Party with prompt notice of any such claim or action and to permit the indemnifying party to defend any claim or action, and that the indemnified party will cooperate fully in such defense. The indemnified Party retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

9.6 **Assignment**

No Party shall assign, transfer, pledge or make any other disposition of this Agreement or any part thereof or of any of its rights, claims, or obligations hereunder without the prior written approval of the other Party. Any of the aforementioned actions taken without such written approval shall be void.

9.7 **Confidential Information**

Each Party recognizes and hereby acknowledges that Confidential Information (as hereinafter defined) concerning each other Party's activities is a valuable, special, and unique asset of such other Party. For purposes of this Agreement, "Confidential Information" shall mean all information disclosed by each Party to any other Party, whether in written, oral, graphic, tangible or intangible forms, including, but not limited to, any technical, financial, business or proprietary information, labeled or orally designated as "Confidential" or "Proprietary"; provided that "Confidential Information" shall not include information that (1) is or becomes available to the general public through no fault of the receiving Party, (2) is made available to the receiving Party or Parties on a non-confidential basis by another source without violation of any obligation of confidentiality to the disclosing Party, or (3) is independently developed by the receiving Party or Parties without use of or reference to information supplied by the disclosing Party. Each Party, its officers, directors, agents, employees, and independent contractors hereby agrees to refrain from disclosing any Confidential Information to any person or entity other than as reasonably necessary in performance of the Party's obligations hereunder or to the extent permitted by applicable law, including but not limited to Public Records Act

This section shall survive the termination or expiration of this Agreement.

WPDI agrees to comply with all applicable federal and state laws and regulations in performing its obligations under the Agreement, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g and 34 C.F.R. Part 99, and Washington Education Code §§ WAC 132P-33-100.

9.8 **Settlements of Disputes**

The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy. If the Parties are unable to resolve the matter through negotiation within a reasonable amount of time, not to exceed thirty (30) days, then any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Section 10.8, shall be determined by binding arbitration in Skagit County, Washington. Either Party can commence arbitration by sending a written request for arbitration to each other Party. The arbitration shall be administered in accordance with the provisions of the Washington Arbitration Act ("WAA"). There shall be one arbitrator who will be jointly selected by the Parties, or if the Parties are unable to agree on an arbitrator within five (5) business days of the delivery of an arbitration notice under this provision, the arbitrator shall be selected pursuant to the WAA.

It is the intent of the Parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within one hundred twenty (120) days from the date the arbitrator is appointed. However, failure to adhere to this time limit shall not constitute a basis for challenging the award. Judgment on the arbitral award may be entered in any court having jurisdiction. Except as may be required by law, neither a Party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the other Parties.

This clause shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

9.9 **Termination**

Any Party may terminate the Agreement without cause upon one (1) month written notice to the other Party. Should any Party breach its obligations under this Agreement, either non-breaching Party may terminate the Agreement immediately if the breaching Party fails to remedy the breach within thirty (30) days of receiving written notice of the breach from a non-breaching Party. The Parties may terminate the Agreement immediately in the event that an act of God or other circumstances beyond the Parties' control render performance under the Agreement impossible or extremely dangerous. Upon termination of this Agreement, the Parties shall return any and all property that belongs to the other Parties, including but not limited to, any materials, electronic information, and any other property, within thirty (30) days of termination.

9.10 **Waiver**

No waiver by any Party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or

construed as, a further or continuing waiver of any such breach, or a waiver of any other term or covenant contained in this Agreement.

9.11 Entire Agreement

This Agreement contains the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements and understandings, oral or written, between the Parties with respect to the subject matter of this Agreement.

9.12 Amendment

This Agreement, including this provision, may not be modified in any manner except by a written amendment signed by each of the parties hereto.

9.13 Relationship of the Parties

The Parties hereby agree that NWESD is not an agent, partner, employee, servant, corporate sponsor, joint venturer, or officer of WPDI, nor should anything herein be construed as creating such a relationship between the Parties.

9.14 Representations and Warranties

Each Party hereby represents and warrants to each other Party that (a) it has the right and authority to enter into this Agreement, and that (b) the execution and performance of this Agreement will not violate or conflict with the provisions of any agreement by which it is bound.

9.15 Counterparts

This Agreement may be executed in one or more counterparts, each of which so executed will be deemed an original. Such counterparts will together constitute one agreement.

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Dated October 20, 2023

Whitaker Peace & Development Initiative

DocuSigned by:

Caroline Descombris 10/30/2023

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Caroline Descombris,
Executive Director

NWESD

DocuSigned by:

Larry Francois 10/30/2023

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Larry Francois,
Superintendent

^{DS}
LM
Content

^{DS}
TJ
Fiscal

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f m
Program Mgr