INTERLOCAL AGREEMENT Agreement No. 20260008

between

OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION

600 Washington Street SE PO Box 47200 Olympia, WA 98504-7200

and

NORTHWEST EDUCATIONAL SERVICE DISTRICT 189

1640 R Avenue Anacortes, WA 98221

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

THIS AGREEMENT is made and entered into by and between the Northwest Educational Service District 189, hereinafter referred to as "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 migratory 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.
- 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	5A. Non-Academic Initiatives/LEA Support (Health)		
5B	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, 2025, or date of execution, whichever is later, and be completed on August 30, 2026, 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 nine hundred nine thousand, seven hundred twenty-five dollars (\$909,725), per Attachment A – Scope of Work Budget. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount.

NWESD 189 shall contact the OSPI contract Manager via email for approval of out-of-state travel at least Five (5) days prior to encumbering migrant funds for this purpose. All out-of-state travel must comply with Attachment D – Travel Guidance.

One hundred percent (100%) of the funds for the payment of this Contract are provided by federal program. Title I, Part C, Migrant Education Program, CFDA #84.011A/Award #S011A240048,

therefore, NWESD 189 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 2025. 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 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 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 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.

Northwest Educational Service District 189	OSPI
Enrique Lopez	Sylvia Reyna
Migrant Ed. Program Manager 1601 R Avenue,	Director, Migrant Education 600 Washington Street SE
Anacortes, WA 98221	PO Box 47200 Olympia, WA 98504-7200
Phone: 360-299-4048	Phone: 360-742-4654
Email: elopez@nwesd.org	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
- 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.
 - 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 Dr. Ismal Vivanus	Superintendent of Public Instruction State of Washington Docusigned by: Hywre
Signature	Kyla L. Moore, Contracts Administrator
Dr. Ismael Vivanco	8/28/2025
Printed Name	Date
Superintendent	
Title	
8/27/2025	
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: Northwest Educational Service District (NWESD) 189 September 1, 2025-August 31, 2026

Note that the line item amounts may vary based on agreement needs, but only within the maximum consideration of this Agreement. The identified deliverables are subject to change in response to federal funding and program priorities.

Office of Superintendent of Public Instruction (OSPI)/ Northwest 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. Closing the opportunity gap for migratory students in English Language Arts (ELA), Mathematics and Science and Kindergarten Readiness
- C. 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
- D. Support LEAs in developing sustainable Parent Advisory Councils.
- E. In alignment with SDP Strategies and Measurable Program Outcomes, coordinate professional learning opportunities with OSPI programs and ESD initiatives.
- F. Support non-academic activities such as Health, Out of School Youth (OSY), Teacher and District Advocacy, and outreach on behalf of migratory students.
- G. Support OSPI in efforts to communicate benefits of MEP to non-project districts.

IDENTIFIED PRIORITIES – Washington State Service Delivery Plan:

Priority 1 – Academics: Close the opportunity gap for migratory students in English Language Arts (ELA), Mathematics, and Science by providing supplemental services during the regular and summer program periods.

Priority 2 – 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 3 – Graduation: Increase the number of migratory students receiving high quality, targeted support to increase graduation rates, dropout recovery, and services for Out of School Youth (OSY), including access to alternative learning environments.

Priority 4 – Eliminate Educational Barriers through Support Services: Increase access to Migrant Program funded support services; and increase the number of resolved Medically Diagnosed Alerts (MDAs).

- H. Support the expansion of Early Childhood Programming models for migratory students. Expand Family engagement activities with focus on school readiness, ELA, and Math
- Identify innovative program models and interventions that have demonstrated improved student academic outcomes for project and nonproject LEAs.
- J. Cross collaboration with Migrant Student Data, Reporting, and Support (MSDRS) to identify reports and data to assist districts with the planning, implementation, and evaluation of local programs
- K. Cross collaboration with OSPI Learning and Teaching, Secondary Education, and Career and Technical Education Teams.
- L. Cross collaboration with OSPI Transitional Bilingual Instructional Program (TBIP) and Title III programs to ensure access to English Language development programs for migratory students

Activity	Deliverables As Seen By:	Budget Amount
#1 MEP Program Coordination and Regional Communication Title I Part C Sec. 1301(5) Sec. 1306	1. Statewide Collaboration and Coordination With project and non-project districts, identify—best practices program models and interventions that have demonstrated successful student academic outcomes and develop implementation plan. Showcase at least program model in following categoric parent engagement by the performance periods.	ies: academics, ent, and student ne end of the
 List all staff as applicable and % of time dedicated to this activity. Program Manager: 30% Family Engagement and Early Learning Coordinator: 90% Academic Coordinator: 10% Student Engagement & Graduation Coordinator: 25% Migrant Administrative Assistant: 30% 	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 are dusting:	of convening ude the planning, and evaluation ne program by

Page 2 of 17 Interlocal Agreement 20260008 Attachment A - Scope of Work and Budget between OSPI and Northwest Educational District 189

A self-effer	D. Francisco		Budget Amount
Activity	Deliverables under OSSI to ensure access to services that address the identified needs of migratory students through Multi-Tiered Systems of Support or other coordinated services.	As Seen By:	
	Work with OSPI to identify additional data needs throughout the year.	Participate in no more than three OSSI meetings focused on addressing the academic needs of migratory	
	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	students by non-MEP funds and report results of OSSI meetings by May 11, 2026.	
	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.	OSPI to provide access to instructions for MEP grant application and EGMS instructions by September 8, 2025	
	 Reporting 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 report summary with monthly invoice. Participate in quarterly Scope of Work check-ins. By October 10, 2025, complete projected annual activity in shared calendar. 	Individual reporting in ESD monthly	
	 5. Technical Assistance, Grant Planning, and Application Support Provide technical assistance to districts on grant applications based on data results. 	reporting tool of LEAs regarding completing grant application forms (regular and summer) from September 1, 2025, to June 30, 2026. Ensure monthly reports in on-line tool include names of LEAs provided professional learning, including	

Page 3 of 17 Interlocal Agreement 20260008 Attachment A – Scope of Work and Budget between OSPI and Northwest Educational District 189

			Budget Amount
Activity	Deliverables	As Seen By:	
	6. Contingent Upon Funding 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, and/or science support. For project and non-project districts, the ESD migrant student engagement staff to support recruitment and coordination with district's migrant graduation specialist, student advocate or other designated staff, and parents to increase student access and participation in summer school and intersession programs, Dare to Dream Academies and Voices from the Field Academies. 7. Language Development, Language Acquisition Provide technical assistance to schools to develop and implement content support in appropriate settings including before/after school, lunch, intercession, and summer programs focused on enhancing the areas of comprehension and academic vocabulary development. 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). 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.	priority LEAs (September 1, 2025 – August 31, 2026). Host at least two summer school planning sessions by May 30, 2026. Attend fall 2025 summer school planning session hosted by OSPI. Attend the winter (February) summer application work session. Provide sample communication to LEA's regarding summer academies by April 30, 2026. Attendance at informational meetings hosted by OSPI by May 31, 2026.	

Activity	Deliverables		Budget Amount
Activity	 Preparation, Attendance and Presentations. 	As Seen by:	
	Freparation, Attenuance and Fresentations.		
	 National Migrant Education Conference Attendance and Presentations. Each ESD shall coordinate with OSPI on presentation proposals and number of staff to attend/participate. 		
	State Advisory Committee		
	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.		
	State Advisory Committee Calendar for School Year 2025-2026 Dates to be Confirmed w/SAC in October 2025		
	October 10-11 2025 Pasco, ESD 123		
	January 16-17, 2026 Zoom (tentative) NWESD 189		
	March 16-17, 2026 Sunnyside (tentative) ESD 105 April 27-18, 2026 Wenatchee (NCESD 171)		
	Parent Advisory Council		
	 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. Host three regional Core PAC workshops throughout the 	By October 10th, 2025, identify and prioritize at least three school districts to support during the 2025–2026 school year. Provide targeted TA and PD focused	
	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	on Core and General PAC development and maintain a tracking worksheet updated monthly to monitor progress.	
	to use so they may present to migratory parents regarding	Host at least three regional Core PAC workshops by June 15, 2026, to	

Page 5 of 17 Interlocal Agreement 20260008 Attachment A – Scope of Work and Budget between OSPI and Northwest Educational District 189

Activity	Deliverables	As Seen By:	Budget Amount
Activity	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.	support LEAs with migrant parent consultation in program planning, implementation, and evaluation. Conduct follow-up with 100% of nonattending districts within two weeks to offer TA and encourage participation.	
	 Federal Program Directors' Meetings and Support 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 a list of new FPDs. 	Scheduled FPD or Coordinator meetings, sample agendas, and signin sheets (noting staff with less than three-years managing MEP).	
	 Migrant Graduation Specialists and Migrant Student Advocates Provide training and technical assistance to graduation specialists and student advocates to ensure positions align to state developed job descriptions and MGS Guide and MSA Guide. Working with ESD partners and OSPI staff, create a rubric that denotes the roles of MGS and MSA to provide clarification on the depth of responsibility for each position by grade spans. Provide training and technical assistance on the process for creating student lists (MSA) and caseloads (MGS), including Priority for Service students. Provide training to MGS and MSAs on reporting services in MSIS and analyzing reports to meet program outcomes. 	All new MGS/MSA staff are trained within one month of hiring or the start of school year and no later than November 15, 2025. Completed rubric denoting role	
	 Work with OSPI regarding identified LEAs to participate in state sponsored events to provide guidance on recruitment and registration process. Conduct follow-up with LEAs whose students participated in state sponsored activities to ensure credit accrual is noted. 	clarification to be completed by November 28, 2025.	

Activity	Deliverables	As Seen By:	Budget Amount
#2 MEP Program Design and Development Title I Part C Sec. 1301(5) Sec. 1306 List all staff as applicable and % of time dedicated to this activity. Program Manager: 10% Family Engagement and Early Learning Coordinator: 0 % Academic Coordinator: 0% Student Engagement & Graduation Coordinator: 0% Migrant Administrative Assistant: 15%	9. State Service Delivery Plan Provide staff representative(s) to participate in the development of new or updated State Service Delivery Plan. 10. Non-project Districts With OSPI, proactively identify the needs of migratory students who are not participating in academic or support services in state MEP. Provide outreach and information to those districts about the state MEP resources available to support their identified need and how local resources could be used to serve migratory students.	Identify and submit the name of at least one staff person to participate in State Service Delivery Plan Committee to provide feedback and input into the development or update of current plan for program implementation 2026-2027 by September 15, 2025. Identify at least three non-project LEAs to be supported during the program period by September 15, 2025.	\$25,000
#3 Professional Learning and Technical Assistance Title I Part C Sec. 1301(5) Sec. 1306	11. 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.		\$200,000
List all staff as applicable and % of time dedicated to this activity.	Conduct <i>Migrant Education 101</i> training 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		
Program Manager: 20%	indigenous students such as Native American or Mexico, South American countries.		

Page 7 of 17 Interlocal Agreement 20260008 Attachment A – Scope of Work and Budget between OSPI and Northwest Educational District 189

			Budget Amount
Activity Family Engagement and Early Learning Coordinator: 10 % Academic Coordinator: 0% Student Engagement & Graduation Coordinator: 25% Migrant Administrative Assistant: 15%	Conduct ongoing, as needed, <i>Migrant Education 101 and 201</i> training for districts in each respective region. 12. 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. 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	As Seen By:	
	early numeracy and literacy strategies. 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.		
	13. Graduation With OSPI, develop and provide training, technical assistance and PLC's to Migrant Graduation Specialists (MGS), Migrant Student Advocates (MSA), or School Counselors and other MEP funded staff focused on supporting graduation goals regarding the most recent graduation requirements, initiatives and services for migratory youth supporting on course toward graduation and post-secondary education opportunities.	Using the shared calendar, establishe a schedule for regular meetings of student engagement staff and OSPI's Student Events Program Supervisor focused on developing training materials and setting a training	

			Budget Amount
Activity	Deliverables	As Seen By:	
	Training should include addressing state graduation requirements, access to on-line High School and Beyond Planning platform, wrap-around services, referrals to health and behavioral resources, credit retrieval options, dropout recovery, and student credit accrual and leadership opportunities such as Dare to Dream (DTD) and Voices from the Field (VFF). Coordinate training 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 specialists and advocates and school counselors about post-secondary education opportunities including financial aid, scholarships, and other grant applications. 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. Provide referrals to appropriate offices and existing state resources to school counselors and other staff regarding analyzing and interpreting an international student transcript for transferable credit, optional graduation pathways for migratory students enrolled in their schools, assessment waivers, credit	schedule for the school year, including summer. Set meetings should be scheduled by October 10, 2025 Using the shared calendar, schedule and conduct at least two training opportunities for MGS and MSA staff regarding one or more of the training topics identified in this section by May 15, 2026 Using the shared calendar, schedule and conduct at least two work sessions with LEAs to build parent trainings from the topics noted in this section and requested by parents of eligible migratory students by May 15, 2026.	
	waivers, and awarding and receiving partial credit. 14. OSPI, ESD, MSDRS, and AESD Meetings and		
	Collaboration		
	With OSPI staff, create and 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.	Using shared calendar, establish a calendar schedule for each OSPI partner position, at least two annual meetings, and bi-monthly director meetings. Scheduled dates should be set by October 10, 2025.	

			Budget Amount
Activity	Deliverables	As Seen By:	
	All travel for meetings should be in alignment with travel guide (Attachment D)		
#4Professional Learning: Academic Title I Part C Sec. 1301(5) Sec. 1306	Using best practices for professional development, ensure professional learning activities are engaging, aligned to State Service Delivery Plan's program outcomes, and are evaluated. All sign-in sheets, program agenda, presentations and other materials should be maintained by the ESD Migrant Program.		100,000
List all staff as applicable and % of time dedicated to this activity. • Program Manager: 10% • Family Engagement and Early Learning Coordinator: _0_% • Academic Coordinator: 40%	15. OSPI Teaching and Learning teams/ ESD Content Coordinators Collaboration In coordination with OSPI, identify the academic areas to be developed and delivered to LEAs in the areas of math, ELA, and science aligned to the State Service Delivery Plan and the Parent Empowerment Consortium goals.	By November 7, 2025, review final listing of academic areas to be addressed during the program period based on data analysis of academic needs of migratory students and data in approved grant application.	
 Student Engagement & Graduation Coordinator: 0% Migrant Administrative Assistant: 20% 	16. Professional Learning for District leadership, school teaching staff (certificated and paraprofessional) and parent/family in ELA, Math, Science Provide professional learning based on the identified content areas as noted under #15 to address migratory student opportunity gaps specific to meeting the needs and understanding the migratory lifestyle. Create a template for LEA access to develop a communication		
	plan regarding the services and supports provided to eligible migratory students to the general audience. Plan should include: Services to be provided by MEP Listing of staff and their role Contact Information Supplement vs. Supplant WACs/Policies Strategies for how services to be coordinated	Provide a sample communication plan template by October 1, 2025 Listing of scheduled professional development opportunities in the identified content areas. Sample of disseminated email to LEA regarding the completed template, guidance on use, and number of LEAs who have a completed template by October 10, 2025	

Andrick	Dalivarahlas	As Soon Bur	Budget Amount
Activity	Deliverables	As Seen By:	
#5a Non-Academic Initiatives/School District Support	5A Health Work with OSPI's Associate Director for Migrant Health and Out-of-School Youth to provide the services and activities as noted in the Scope of Work Alignment.	Copy of completed SOW Alignment Chart provided by OSPI to ESD by September 30, 2025.	142,362
Title I Part C Sec. 1301(5) Sec. 1306	OSPI / ESD OSY Health Coordinator Bi-Weekly Meeting		
List all staff as applicable and % of time dedicated to this activity.	With the OSPI's Associate Director for Migrant Health and Out-of-School Youth to schedule bi-weekly meetings to address the logistical and operational aspects of Title I Part C Migrant Education Health and OSY requirements that align with the MEP State Service Delivery Plan.	Established bi-weekly meeting schedule for program period.	
 Program Manager: 15% Family Engagement and Early Learning Coordinator: _0_% Academic Coordinator: 50% 	 5A-1 Increase Access to Non-Academic Supplemental Health and Social Services Support school access to coordinated services to school and community-based supplemental health and social services for all migratory students so that Needs and Priority for Service Migratory students are receiving health and social services through existing state and federal 	Created training and presentation tools regarding supplemental health	

Page 11 of 17 Interlocal Agreement 20260008 Attachment A – Scope of Work and Budget between OSPI and Northwest Educational District 189

			Budget Amount
Activity	Deliverables	As Seen By:	
 Student Engagement & Graduation Coordinator: _0_% Migrant Administrative Assistant: 10% 	 programs, supplementally utilizing MEP funds, or other applicable resources. Host three regional workshops throughout the year, virtually or in-person, to provide school districts, including project and non-project, training and technical assistance on how to identify health and social needs and supplementally serve or support migratory students' health and social needs in a braided fashion utilizing MEP funds, and time and effort, including consultation of migrant parents in local planning, implementation of MEP Nurse Case Management/ MEP Mental Health Therapist/Professional positions, and evaluation of their program on an annual basis. Follow-up with districts who do not attend to provide encouragement and TA as needed. Proactively identify migratory students in non-project districts who need supplemental support services, and in collaboration facilitate services. Provide outreach and information to those districts about the benefits of state MEP and encourage applying. 	and social services available to migratory students.	
	 5A-2 Identify and Treat Unresolved Health Problems Provide technical assistance to schools to develop and implement strategies for the 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. Work collaboratively with OSPI's associate director for health and other Migrant Education Program ESD partners to develop and provide training materials, resources, and guide for LEAs to use so that MEP staff may utilize to present to migratory parents regarding accessing existing state or federal, or supplemental MEP supports and services for migratory students. In-person professional development and technical assistance must not supplant existing resources, training, or presentation already available through existing community, state, or federal organizations. Include what is required to sign up for state and federal programs to facilitate access for students and families. 	Review of technical assistance activities conducted by regional staff and reported in ESD reporting tool. List of training materials, resources, or guides to be developed or updated with timeline when materials will be completed – October 17, 2025 Schedule of trainings to be conducted posted in shared calendar by October 17, 2025.	

			Budget Amount
Activity	Deliverables	As Seen By:	
	 Facilitate quarterly meetings and communication between school MEP staff, Nurse Case Managers, Migrant Mental Health therapist and other district personnel e.g., counselors or identified district staff handling referrals to Migrant Nurses/ Therapists) to ensure an integrated support system for eligible migratory students. 5A-3 Improve School Engagement Conduct data analysis and provide professional development sessions specific to identifying migratory student health and social needs, strategies to help navigate potential sensitivities around migratory issues, and leveraging the resources that exist to support them. Using the MSIS health and service data, identify and prioritize at a minimum three (3) project and three (3) non-project school districts who do not have supplemental MEP Nurse Case Management or Mental Health Therapist supports and services to work alongside throughout the school year to provide TA and PD to assist in establishing a firm foundation for the use of MEP funds, establishing best practices for providing supplemental health services with MEP funds, analyzing reports, demonstrating proficiency in MSIS reporting, and developing a comprehensive health and social service resource list. Maintain the developed worksheet to track 	List of scheduled quarterly meetings. Listing of LEAs to be provided ongoing training and technical assistance with scheduled plan of how often ESD staff will meet with selected LEAs.	
	 Host a workshop and conduct subsequent follow-up, virtually and in-person, to provide all MEP staff and non-MEP student support staff supporting health student needs in all project school districts with the aim to: Help introduce MEP staff and district student support staff, roles, responsibilities, review WACs & local policies and procedures pertaining to health and mental health, resources. Identify specific health and social emotional needs of migratory students and identify opportunities for supplemental supports and services by MEP. Develop or identify a referral process where MEP staff and district student support staff can help facilitate access to basic educational student support services. 	Established plan developed by ESD OSY/Health staff to conduct workshops and follow-up on supporting the health needs of migratory students with a focus on the listed aims noted in this section.	

Page 13 of 17 Interlocal Agreement 20260008 Attachment A – Scope of Work and Budget between OSPI and Northwest Educational District 189

Activity	Deliverables	As Seen By:	Budget Amount
	 Plan for a follow-up evaluation on the efficacy of the process identified or developed and where it may be improved later throughout the academic year to ensure continuity. Follow-up with districts who do not attend to provide encouragement and TA as needed. 	, and the second	
	Migrant Nurse Case Managers and Migrant Mental Health Therapist/ Professionals Support		
	Provide training and technical assistance to Migrant Nurse Case Managers and Migrant Mental Health Therapist/ Professionals to ensure positions funded through a separate contract agreement align to state developed job description and Migrant Health User Guides.	Listing of proposed training and content of each training in alignment with Migrant Health User Guide.	
	 Provide training and technical assistance on the process for developing a student caseload, including the identification of Needs and Priority for Service students. Provide training and technical assistance to Migrant Nurse Case Managers and Migrant Mental Health Therapist/ Professionals on reporting requirements in MSIS, conduct routine monitoring of data input, and analyzing reports to meet program outcomes. 5A-4 Administrative 		
	Fulfill reporting requirements, internal coordination and collaboration, and professional development opportunities. 5A-5 Medically Diagnosed Alerts 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). • As a part of the regional workshops referenced above throughout the year, virtually or in-person, provide school		
	districts, including project and non-project, guidance on what is a Medically Diagnosed Alert (MDAs), why we collect these data elements, how to identify MDAs, where to report, and when to resolve in the Migrant Student Information System (MSIS). Follow-up with districts who		

Page 14 of 17 Interlocal Agreement 20260008 Attachment A – Scope of Work and Budget between OSPI and Northwest Educational District 189

			Budget Amount
Activity	Deliverables	As Seen By:	
	do not attend to provide encouragement and TA as		
	needed.		
	5B Out of School Youth		\$142,363
#5b	In coordination with OSPI's Associate Director for Migrant		
Non-Academic	Health and Out-of-School Youth provide services and activities		
Initiatives/School District	as noted in the Scope of Work Alignment.		
Support			
Title I Part C Sec. 1301(5)	Using the MSIS health and service data, identify and		
Sec. 1306	prioritize at a minimum three (3) project and three (3) non-		
	project school districts to work alongside throughout the		
List all staff as applicable and %	school year to provide TA and PD to assist in establishing		
of time dedicated to this activity.	a firm foundation for the use of MEP funds, establishing		
	best practices for supporting OSY with MEP funds,		
Program Manager: 15%	analyzing reports, demonstrating proficiency in MSIS		
Family Engagement and	reporting, and developing a comprehensive OSY service		
Early Learning	resource list. Maintain the developed worksheet to track		
Coordinator: 0%	progress.		
Academic Coordinator:	0001 / F00 00V H = 1/4 0 = == 1/2 = (== 0' W = 1 = M = 1/2 =		
0%	OSPI / ESD OSY Health Coordinator Bi-Weekly Meeting		
Student Engagement &	With the Associate Director for Migrant Health and Out-of-		
Graduation Coordinator:	School Youth, attend agreed scheduled bi-weekly		
50%	meetings to address the logistical and operational aspects		
Migrant Administrative Assistants 4.0%	of Title I Part C Migrant Education Health and OSY		
Assistant: 10%	requirements that align with the MEP State Service		
	Delivery Plan.		
	5B-1 Increase identification, recruitment, and recovery of		
	Out-of-School Youth		
	Collaborate with LEAs, OSPI, and MSDRS to inform personnel		
	about OSY, and identification and recruitment.		
	about 551, and identification and reordifficint.	Identified training materials, schedule	
	Develop and provide training materials and guide for LEAs	of planned trainings, and process to	
	to use so they may present to migratory parents regarding	evaluate training results for	
	accessing existing state or federal, or supplemental MEP	comprehension and training	
	supports and services for migratory students. Include what	improvements to be shared at bi-	
	is required to sign up for state and federal programs to	weekly meetings with associate	
	facilitate access for students and families.	director for OSY/Health.	
	In collaboration with OSPI ID&R Specialist, proactively	,	
	identify all migratory OSY students in non-project districts	Established plan to work with OSPI	
	who need supplemental academic and non-academic	ID&R specialist. Listing of resources to	
	services, conduct outreach, and in collaboration with non-	share with OSY students, and process	
	,,	Share with OST students, and process	İ

Activity	Deliverables	As Coop Bu	Budget Amount
Activity	project districts facilitate supplemental services. Provide outreach and information to those districts about the benefits of state MEP and encourage applying.	As Seen By: to identify needs of OSY migratory students to be completed by November 10, 2025.	
	Out of School Youth Specialists		
	 Provide training and technical assistance to Out of School Youth Specialists to ensure positions align to state developed job description and Migrant OSY User Guides. Provide training and technical assistance on the process for developing a student caseload, including the identification of Needs and Priority for Service students. Provide training to Out of School Youth Specialists on reporting requirements in MSIS and analyzing reports to meet program outcomes. 	As part of bi-weekly work with OSY/Health Associate Director, create a listing of LEA OSY Youth Specialists complete training materials to be used with LEA OSY staff, and a state approved OSY Youth Specialist job description by January 23, 2026. Reported training provided to LEAs	
	5B-2 Increase Access to Academic, Non-Academic, or Post-Secondary Educational Services to Out-of-School Youth (OSY) Ensure OSY have access to academic or post-secondary educational services such as ESL classes, GED, High School Diploma, training referrals, and programs such as Open Doors	working with OSY students in the ESD Reporting tool by May 15, 2026	
	or HEP. Host three regional workshops throughout the year, virtual or in-person, to provide school districts training and technical assistance on how to identify and supplementally serve or support migratory students' academic and non-academic needs in a braided fashion utilizing MEP funds, and time and effort, including consultation of migrant parents in local planning, implementation of Out of School Youth Specialists positions, and evaluation of their program on an annual basis. Follow-up with districts who do not attend to provide encouragement and TA as needed.	Using the shared calendar, note the scheduled workshops. Completed training materials, and evaluation process aligned to intent and purpose of training objectives to be implemented by January 23, 2026.	
	 Develop strategies to increase OSY engagement with supplemental academic and non-academic supports and services to ensure continuity of care and ongoing support for all project districts. Work with OSY students and community organizations to identify barriers to their academic participation, including health and social emotional challenges and connect them 		

			Budget Amount
Activity	Deliverables	As Seen By:	
	to appropriate services that may include transportation, housing, food, technology. 5B-3 Administrative Fulfill reporting requirements, internal coordination and collaboration, and professional development opportunities.		
	TOTAL ALLOCATION		\$909,725

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 GRANTEES 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:
 - o 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.
 - o 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.

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

Many people with low vision do not see web pages 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.

For example, some 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. The size can vary depending on the 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

- <u>Color code finder</u>. Upload a photo to find the different color codes.
- <u>Color contrast checker</u>. 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.

• Charcoal color code: #40403d

Cream color code: #f7f5eb

Preferred





Attachment D Travel Guidance Washington State Migrant Education Program Travel Guidance Fiscal Year 2025-2026

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.
- 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 impede 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: To honor ESD inter-agency agreements, do not respond directly to an out-of-region <u>district</u> 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 to proceed.