



**INTERLOCAL AGREEMENT
SERVICES PROVIDED TO ESD112
FISCAL 2025-2026**

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: 

DATE:

Tim Merlino (Dec 5, 2025 14:14:49 MST)

NORTHWEST EDUCATIONAL SERVICE DISTRICT NO 189

AUTHORIZED SIGNATURE: 

DATE: 12/05/2025

Ismael Vivanco (Dec 5, 2025 14:03:24 MST)

Summary Description of Service	Agreement Term	Fee
Support the Inclusionary Practices Technical Assistance Network (IPTN) mission of providing high-quality guidance, technical assistance, and professional development resources to districts to disrupt segregated systems of disproportionality and reduce exclusionary practices in Washington schools.	Start Date: December 1, 2025	Total not to exceed: \$100,608.00 for statewide coordination \$1,584.00 for additional eligible expenses
	End Date: September 30, 2026	
	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	Inclusionary Practices Design and Delivery Work Scope
Exhibit D	Budget and Billing Procedures

ESD112 ACCOUNTING:

ACCT NO	5940 27 7980 6220 0000 0000 0	100%
GRANT FUNDED?	Y [X] N []	Grant End Date:
IF FEDERAL AWARD, ANL	NA	06/30/2026

**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

	<u>ESD112</u>	<u>DISTRICT</u>
<u>Program / Service</u>		
Name:	Kathy Whitlock	David Forsythe
Position:	Executive Director	Deputy Superintendent, Student & Instructional Services
Phone:	360.952.3417	360.299.4021
Email:	kathy.whitlock@esd112.org	dforsythe@nwesd.org
<u>Billing</u>		
Name:	Lori Baker	Joanie Ritchey
Phone:	360.952.3471	360.299.4718
Email:	lori.baker@esd112.org	jritchey@nwesd.org
<u>Signature Authority/ Notice</u>		
Name:	Tim Merlino	Ismael Vivanco
Position:	Superintendent	Superintendent
Phone:	360.750.7500	360.299.4003
Email:	Tim.merlino@esd112.org	ivivanco@nwesd.org

- I. **Purpose.** The general objective(s) of this Agreement shall be to support the IPTN mission of providing high-quality guidance, technical assistance, and professional development resources to districts to disrupt segregated systems of disproportionality and reduce exclusionary practices in Washington schools. This shall result in improved student outcomes, with an additional focus on the outcomes and the inclusion of students with Intellectual and Developmental Disabilities (ID/D) and Black students with disabilities.
- II. **Term of Agreement.** This Agreement shall be effective December 1, 2025, 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 September 30, 2026.
- 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 \$100,608.00 annually, billed in monthly installments following schedule in the *Exhibit D Budget and Billing Procedures* for statewide coordination services.
 - b. District invoices shall include a deliverable status report per requirements of *Exhibit D Budget and Billing Procedures*.
 - c. ESD112 shall pay the invoice, consistent with requirements of Exhibit B, Section II.
 - d. The Final invoice shall be due no later than October 31, 2026. 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 Inclusionary Practices Design and Delivery Work Scope*.
 - c. 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. **Budget.** The District shall budget for and pay costs associated with services provided as detailed in “Exhibit A: Scope of Services Provided”. A separate budget for this joint undertaking is not required
- b. **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.
- c. **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. Provide and maintain commercial general liability insurance and automobile liability insurance in an amount not less than \$1,000,000 per occurrence and general aggregate liability of not less than \$2,000,000. 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 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.
- 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

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(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 defend, indemnify and hold harmless the other party, and its employees, officers, board of directors, and agents from any and all actual or threatened claims, actions, damages, liability or losses except those caused by the sole negligence of the indemnifying party, or the indemnifying party's employees', officers', board of directors', and agents'.
 - 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 requirements of state, local and federal laws, ESD112 and the District are prohibited from discriminating on the basis of race, color, ethnicity, religion (creed), national origin (ancestry), age, sex, gender expression or gender identity, homelessness, immigration or citizenship status, sexual orientation, the presence of any sensory, mental, or physical disability, neurodivergence, honorably discharged veteran or military status, national guard or uniformed service status, marital status, family/parental status, use of a trained guide dog or service animal. 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.
- VII. Electronic Signatures.** This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution", "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, including without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

EXHIBIT C
INCLUSIONARY PRACTICES DESIGN AND DELIVERY WORK SCOPE

The Association of Educational Service Districts (AESD) shall engage in the lead aspects of the IPTN activities. They shall provide statewide learning through professional learning communities comprised of school and district leaders. The AESD shall also collaborate with other IPTN partners on professional learning for school and district leadership teams.

This Agreement is to support the IPTN mission of providing high-quality guidance, technical assistance, and professional development resources to districts to disrupt segregated systems of disproportionality and reduce exclusionary practices in Washington schools. This shall result in improved student outcomes, with an additional focus on the outcomes and the inclusion of students with Intellectual and Developmental Disabilities (ID/D) and Black students with disabilities.

District Work Plan

Schedule of Deliverables				
#	Activity	Deliverable	# of Deliverables	Due Date
1	Network Engagement	Submit IPTN meeting minutes & co-developed content	8	12/31/2025 1/31/2026 2/28/2026 3/31/2026 4/30/2026 5/31/2026 6/30/2026 9/30/2026
2	Statewide Learning	Submit professional learning slides, agendas, attendance sheets and exit survey	3	12/31/2025 3/31/2026 6/30/2026
3	Systems Integration & Coordination	Submit guidance documents and tracking sheet noting organizations and districts seeking information	10	12/31/2025 1/31/2026 2/28/2026 3/31/2026 4/30/2026 5/31/2026 6/30/2026 7/31/2026 8/31/2026 9/30/2026

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4	Collaborative Deep Learning	Submit professional learning slides, agenda, attendance sheets, and exit surveys for each session offered in the series	6	1/31/2026 2/28/2026 3/31/2026 4/30/2026 5/31/2026 6/30/2026
5	Statewide Communication Support	Submit communication tracking sheet including: audiences, patterns of response or frequently asked questions, fliers, and sample communication	8	12/31/2025 1/31/2026 2/28/2026 3/31/2026 4/30/2026 5/31/2026 6/30/2026 9/30/2026

EXHIBIT D
BUDGET AND BILLING PROCEDURE

Budget

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34 and the Interlocal Agreement No. 20260166 between the Office of the Superintendent of Public Instruction (OSPI) and ESD112. The Parties have determined that the cost of accomplishing the work herein shall not exceed a total of \$100,608.00 annually (see Exhibit A, Section III) for statewide collaboration.

In addition to the above costs for services rendered, ESD112 shall provide reimbursement for the following expenses incurred:

Description of Eligible Expenses	Approved Amount
Out of region travel costs for two in-person statewide professional learning sessions for eight AESD content coordinators to engage in-person with IPTN partners and OSPI. Expenses will be 1 night lodging per event, per diem for 2 days per event, and round-trip mileage. Mileage and per diem amounts will be charged at the state allowable rates.	\$1,084.00
Nine AESD content IP presenter will be provided with up to \$250 for each session for necessary supplies or materials to facilitate up to two events.	\$500.00
TOTAL, estimated not to exceed	\$1,584.00

Reimbursement for expenses requires submission of original receipts with the billing invoice. Travel costs shall be reimbursed per the approved list of expenses above, to the extent they are in compliance with ESD112's Travel Reimbursement Policy, a copy of which shall be provided to the Contractor upon request, also available on the ESD112 website at <https://www.esd112.org/wp-content/uploads/6213-P1-Procedure-Transportation-Expenses-and-Misc.-Travel.pdf>. Expenses that exceed the approved listing shall not be paid without prior written approval from ESD112. Common travel expense guidelines are noted below:

- a. Mileage for travel to and from assignments determined by odometer reading or mapping program at the rate of reimbursement for Washington State contracts as of the date of travel found at <http://www.ofm.wa.gov/resources/travel.asp>
- b. Air fare shall be only be reimbursed at coach rates; airport parking is limited to the long-term lot rate.
- c. Meals & Lodging are subject to Federal per diem guidelines and maximum lodging limits at <http://www.gsa.gov>.

Billing Procedure

The District shall submit invoices monthly to ESD112 for statewide coordination fees based on the schedule below. The District shall ensure the use of the funds are aligned with the budget provided above and Statement of Work section in Exhibit C. Invoices shall include the contract number and a supporting deliverable status report. ESD112 shall approve and issue payment to the District within approximately forty-five (45) calendar days of invoice receipt. 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.

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District Billing Schedule

Billing Schedule												
#	Activity	December 2025	January 2026	February 2026	March 2026	April 2026	May 2026	June 2026	July 2026	August 2026	September 2026	Total
1	Network Engagement	\$3,830	\$3,830	\$3,830	\$3,830	\$3,830	\$3,830	\$3,830			\$3,828	\$30,638
2	Statewide Learning	\$3,600			\$3,600			\$3,600				\$10,800
3	Systems Integration & Coordination	\$1,512	\$1,512	\$1,512	\$1,512	\$1,512	\$1,512	\$1,512	\$1,512	\$1,512	\$1,512	\$15,120
4	Collaborative Deep Learning		\$4,420	\$4,420	\$4,420	\$4,420	\$4,420	\$4,420				\$26,520
5	Statewide Communication Support	\$945	\$945	\$945	\$945	\$945	\$945	\$945			\$945	\$7,560
Subtotal		\$9,887	\$10,707	\$10,707	\$14,307	\$10,707	\$10,707	\$14,307	\$1,512	\$1,512	\$6,285	\$90,638
Indirect @11%		\$1,088	\$1,178	\$1,178	\$1,574	\$1,178	\$1,178	\$1,574	\$166	\$166	\$691	\$9,970
Billing Total		\$10,975	\$11,885	\$11,885	\$15,881	\$11,885	\$11,885	\$15,881	\$1,678	\$1,678	\$6,976	\$100,608