Docusign Envelope ID: 08E61D01-3CDD-81BF-8139-91B421421999

INTERLOCAL AGREEMENT
Agreement No. 20260518

between

OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION
600 Washington Street SE
PO Box 47200
Olympia, WA 98504-7200

and

NORTHWEST EDUCATIONAL SERVICE DISTRICT 189
1601 R Ave
Anacortes, WA 98221

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

THIS AGREEMENT is made and entered into by and between the 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 the agreed local educational agencies with supplemental nursing support services and out-of-school youth (OSY)/Reengagement leading to increased academic achievement and graduation for eligible migratory students.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

NWESD 189 shall furnish the necessary personnel, equipment, material and 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 B - Scope of Work and Budget, and Attachment D – SNC/MH & MEP Supplemental Table, which is attached hereto and incorporated herein.

2. Ensure that staff delivering program services receive Professional Learning, if necessary, to ensure they have school nursing and migrant program expertise.

3. Adhere to Migrant Education Program (MEP) reporting requirements as per OSPI's MEP guidance as it pertains to individual student records.

4. Ensure that the services delivered and costs incurred are in accordance with the MEP goals and purpose.

Docusign Envelope ID: 08E61D01-3CDD-81BF-8139-91B421421999

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on September 1, 2026, or date of execution, whichever is later, and be completed on August 31, 2027, 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 four hundred twenty-eight thousand eight hundred ninety-five dollars ($428,895), in accordance with Attachment B – Scope of Work and Budget and the monthly invoicing requirements outlined in the Billing Procedure below. Monthly payments are based on materials utilized and staff hours reported each month. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount.

One hundred percent (100%) of the funds for the payment of this Agreement are provided by federal program Title I Part C Migrant Education Program, CFDA #84.011A /Award #S011A260048, therefore, NWESD 189 shall comply with Federal Grant Terms and Conditions, attached hereto as Attachment A.
ESD 189 shall contact the OSPI Contract Manager, via email, for approval of out of state travel prior to encumbering funds for this purpose, per Attachment C – Travel Guidance.

BILLING PROCEDURE

NWESD 189 shall submit invoices to the OSPI Contract Manager after completion of the work specified, no later than the 15th of every month. The invoices shall include the Agreement number and document to the 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.

Docusign Envelope ID: 08E61D01-3CDD-81BF-8139-91B421421999

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY

NWESD 189 certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or agency. The NWESD 189 further certifies that they will ensure that potential subcontractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in covered transactions by any federal department or agency. NWESD 189 may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking the "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" provided on-line by the General Services Administration, and Washington State vendor debarment list.

CONTRACT MANAGEMENT

The following shall be the contact person for all communications and billings regarding the performance of this contract. Any changes to this information shall be communicated to the other party in writing as soon as reasonably possible.

NWESD 189	OSPI
Enrique Lopez Migrant Education Program Manager 1601 R Ave Anacortes, WA 98221 Phone: 360-299-4048 Email: elopez@NWESD.org	Armando Isais-Garcia Associate Director for Migrant Health and Out-of-School Youth 600 Washington Street SE PO Box 47200 Olympia, WA 98504-7200 Phone: 564-200-2074 Email: Armando.Isais-Garcia@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.

Docusign Envelope ID: 08E61D01-3CDD-81BF-8139-91B421421999

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 – Federal Grant Terms and Conditions
- Attachment B – Scope of Work and Budget
- Attachment C – Travel Guidance
- Attachment D – SNC/MH & MEP Supplemental Table
- 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

Docusign Envelope ID: 08E61D01-3CDD-81BF-8139-91B421421999

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.

Docusign Envelope ID: 08E61D01-3CDD-81BF-8139-91B421421999

TERMINATION

Either party may terminate this Agreement upon thirty (30) calendar days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION DUE TO FUNDING LIMITATIONS OR CONTRACT RENEGOTIATION, SUSPENSION

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion of this Agreement, with the notice specified below and without liability for damages:

a. At OSPI's discretion, OSPI may give written notice of intent to renegotiate the Agreement under the revised funding conditions.

b. At OSPI's discretion, OSPI may give written notice to NWESD 189 to suspend performance when OSPI determines there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow NWESD 189's performance to be resumed.

    1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.

    2) When OSPI determines that the funding insufficiency is resolved, it will give NWESD 189 written notice to resume performance, and NWESD 189 shall resume performance.

    3) Upon the receipt of notice under b. (2), if NWESD 189 is unable to resume performance of this Agreement or if NWESD 189's proposed resumption date is not acceptable to OSPI and an acceptable date cannot be negotiated, OSPI may terminate the Agreement by giving written notice to NWESD 189. The parties agree that the Agreement will be terminated retroactive to the date of the notice of suspension. OSPI shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the retroactive date of termination.

c. OSPI may immediately terminate this Agreement by providing written notice to NWESD 189. The termination shall be effective on the date specified in the termination notice. OSPI shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination. No penalty shall accrue to OSPI in the event the termination option in this section is exercised.

d. For purposes of this section, "written notice" may include email.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be

Docusign Envelope ID: 08E61D01-3CDD-81BF-8139-91B421421999

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.

Docusign Envelope ID: 08E61D01-3CDD-81BF-8139-91B421421999

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 District 189	Superintendent of Public Instruction State of Washington
DocuSigned by: Dr. Ismael Vivanco 0EF5F61D5CAE402...	DocuSigned by: 0A3021A25B09A4C5...
Signature	Kyla L. Moore, Contracts Administrator
Dr. Ismael Vivanco	8/20/2026
Printed Name	Date
Superintendent	
Title	
8/19/2026	
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

Initial
LM

Docusign Envelope ID: 08E61D01-3CDD-81BF-8139-91B421421999

Attachment A
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:
    - 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

Docusign Envelope ID: 08E61D01-3CDD-81BF-8139-91B421421999

conference on their behalf. The number of attendees should be reasonable and necessary to accomplish the goals and objectives of the grant.

- A grantee hosting a meeting or conference may not use grant funds to pay for food for conference attendees unless doing so is necessary to accomplish legitimate meeting or conference business.
    - A working lunch is an example of a cost for food that might be allowable under a Federal grant if attendance at the lunch is needed to ensure the full participation by conference attendees in essential discussions and speeches concerning the purpose of the conference and to achieve the goals and objectives of the project.
- A meeting or conference hosted by a grantee and charged to a Department grant must not be promoted as a U.S. Department of Education conference. This means that the seal of the U.S. Department of Education must not be used on conference materials or signage without Department approval.
    - All meeting or conference materials paid for with grant funds must include appropriate disclaimers, such as the following:
      The contents of this (insert type of publication; e.g., book, report, film) were developed under a grant from the Department of Education. However, those contents do not necessarily represent the policy of the Department of Education, and you should not assume endorsement by the Federal Government.
- Grantees are strongly encouraged to contact their project officer with any questions or concerns about whether using grant funds for a meeting or conference is allowable prior to committing grant funds for such purposes.
    - A short conversation could help avoid a costly and embarrassing mistake.
- Grantees are responsible for the proper use of their grant awards and may have to repay funds to the Department if they violate the rules on the use of grant funds, including the rules for meeting and conference-related expenses.

Docusign Envelope ID: 08E61D01-3CDD-81BF-8139-91B421421999

Attachment B – Scope of Work and Budget
Migrant Education Program: NWESD 189
September 1, 2026 - August 31, 2027

Note that the line-item amounts may vary based on agreement needs, but only within the maximum consideration of this Agreement. If a budget line-item change is necessary, NWESD 189 shall contact the OSPI Contract Manager, via email, to initiate an amendment prior to expending additional funds in any budget category.

Office of Superintendent of Public Instruction (OSPI)/Educational Service District (ESD) Collaborative Goals: For the purposes of promoting equitable opportunities for Washington migratory students, we jointly recognize and resolve that it is our shared responsibility to help each student in the MEP achieve at their highest level through programs, policies, practices, and procedures that promote the tenets of Diversity, Equity, and Inclusion. The following **Collaborative Goals** are intended to promote these outcomes, and to mitigate those systemic barriers that might hinder student success. A. Provide supplemental, one-on-one nursing support services (including evening, nights, weekends, or summer MEP programming) to MEP eligible youth to address the combined health, attendance, and academic needs of students to improve student health and academic status. Provide reengagement/Open Doors programs for out-of-school youth (OSY) and students needing assistance to graduate.	**IDENTIFIED PRIORITIES –** 2026-2029 Washington State Service Delivery Plan: **Priority 5 – Eliminate Educational Barriers through Support Services**: Increase access to Migrant Program funded support services; and increase the number of resolved Medically Diagnosed Alerts (MDAs).

Activity	Deliverables	Budget Amount
#1 **Administrative Support, Professional Learning, Technical Assistance** **Title I Part C Sec. 1301(5)** **Sec. 1306** Staff time:	**OSPI, ESD, Migrant Student Data, Recruitment, and Support (MSDRS), and School Nursing Corp Manager (SNCM) Meetings and Collaboration** **1.** Supervisory time and effort and administrative support. **2.** Report case management and ongoing supports and services using the electronic case log template provided by OSPI.	$0 * Included as a part of Activity #2, and 3.

Docusign Envelope ID: 08E61D01-3CDD-81BF-8139-91B421421999

OSY Reengagement/ Open Doors Specialist MEP Nurse Case Manager (12%) of total budget.	**3.** With OSPI and other LEA staff, attend designated scheduled OSPI MEP 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 as it pertains providing supplemental nursing, , and OSY supports and services. MEP Health Team Meeting Dates, meetings may be held via video-conference call. Meeting dates to be determined by all parties once contract is executed. Fall Quarter TBD, 2026 Virtual Winter Quarter TBD, 2027 Virtual Spring Quarter TBD, 2027 Additional meeting(s) to be determined in collaboration with OSPI and ESD MEP Nurse Case Manager and ESD position supervisor. **All travel for meetings should be in alignment with travel guide (Attachment C).**	
#2 **Supplemental Nursing Services** **Title I Part C Sec. 1301(5)** **Sec. 1306** Staff time: MEP Nurse Case Manager (68%) of budget	**Direct Nursing Services** Provide supplemental, one-on-one support (including evening, nights, weekends, or summer MEP programming) nursing services to address the combined health, social, and attendance needs of migrant eligible students to improve student health and academic engagement. The MEP Nurse Case Manager responsibilities include: 1. Provide parent workshops and attend migrant family events, including back to school events, family nights, that pertain to health topics (i.e., mental health, childhood obesity, worker safety, community resources, hygiene, dental, vaccines, etc.).	$291,649.00

Docusign Envelope ID: 08E61D01-3CDD-81BF-8139-91B421421999

	2. Collaborate with district administrators, teachers, and school staff, including 504 planners, school nurses, health services staff and counselors, to identify migrant students in need of service and offer supplemental one-on-one nursing services through home visits. This includes migrant students with high absenteeism and chronic tardiness. 3. Identify student health needs (physical, social-emotional-behavioral and other). 4. Prioritize Priority for Service (PFS) students and develop an ongoing caseload of 30 – 50 students. 5. Communicate and collaborate with students, families, and district staff regarding student needs and migrant health and social services offered. 6. Coordinate with existing state and federal resources as appropriate for student care- including fulfilling the requirements for the migrant physical exams, immunizations, sports physicals, etc. to support engagement in academic activities. 7. Document MEP Nurse Case Manger data related to student assessment and interventions in case log. 8. Meet with District principal, school nurse and school counselor on as needed basis, at least quarterly, for communication and collaboration regarding MEP Nurse Case Manager students and MEP (Migrant Education Program). 9. Attend meetings with the Migrant Education Health Program Supervisor as required and trainings as appropriate for enhancing MEP Nurse Case Manager skills and knowledge. 10. Participate in reporting and data collection efforts as required by MEP. MEP Health Team Meeting Dates, meetings may be held via video-conference call. Meeting dates to be determined by all parties once contract is executed.	

Docusign Envelope ID: 08E61D01-3CDD-81BF-8139-91B421421999

	Fall Quarter TBD, 2026 Virtual Winter Quarter TBD, 2027 Virtual Spring Quarter TBD, 2027 In-person Additional meeting(s) to be determined in collaboration with OSPI and ESD MEP Nurse Case Manager and ESD position supervisor. **All travel for meetings should be in alignment with travel guide (Attachment C).**	
#3 **OSY Supports & Services** **Title I Part C Sec. 1301(5)** **Sec. 1306** Staff time: OSY Reengagement/ Open Doors Specialist (32%) of total budget	Direct Reengagement Services Provide supplemental, one-on-one support (including evening, nights, weekends, or summer MEP programming) reengagement services to create and/ or provide or partner with other agencies for graduation pathways opportunities for migratory students and OSY identified as at-risk for not meeting graduation requirements (e.g., Leadership Conference, career and technical education [CTE], tech schools, Open Doors). The Migrant OSY Reengagement/ Open Doors Advocate responsibilities include: 1. Provide parent workshops and attend migrant family events, including back to school events, family nights, that pertain to reengagement topics (i.e., alternative learning programs, GED, job training, internships, academic credit accrual or audit, scholarship programs, etc.). 2. Collaborate with district administrators, teachers, and school staff, including 504 planners, school nurses, health services staff and counselors, to identify migrant OSY in need of service. 3. Analyze transcripts to assess student progress toward graduation and work in partnership with the school counseling team to complete High School Credit Evaluation for each OSY on MSIS report to ensure that	$137,246.00

Docusign Envelope ID: 08E61D01-3CDD-81BF-8139-91B421421999

	there are no discrepancies or clerical errors. (coursework, assessments, IEP and other) 4. Conduct goal setting with all eligible out-of-school identified youth (career/life vision, long term goals, short term goals etc.) 5. Prioritize Priority for Service (PFS) students and develop an ongoing caseload of 40 – 100 students. 6. Communicate and collaborate with students, families, and district staff regarding student needs and facilitation of community-based services offered. 7. Coordinate with existing state and federal resources as appropriate for student reengagement- including fulfilling the requirements for goal setting and High School Credit Evaluation, supporting access to transportation, McKinney-Vento, and health services, etc. to support engagement in academic activities. 8. Serve as the liaison and advocate between the Migrant Education Program and Open Doors. 9. Meet with district principal, educators, program administrators, and school counselors on as needed basis, at least quarterly, for communication and collaboration regarding OSY Reengagement/ Open doors Advocate students and MEP (Migrant Education Program). 10. Attend meetings with the Migrant Education Health Program Supervisor as required and trainings as appropriate for enhancing OSY Reengagement/ Open doors Advocate skills and knowledge. 11. Participate in reporting and data collection efforts as required by MEP. MEP Health Team Meeting Dates, meetings may be held via video-conference call. Meeting dates to be determined by all parties once contract is executed. Fall Quarter TBD, 2026 Virtual Winter Quarter TBD, 2027 Virtual	

Docusign Envelope ID: 08E61D01-3CDD-81BF-8139-91B421421999

	Spring Quarter TBD, 2027 In-person Additional meeting(s) to be determined in collaboration with OSPI and ESD MEP Nurse Case Manager and ESD position supervisor. **All travel for meetings should be in alignment with travel guide (Attachment C).**	
	TOTAL ALLOCATION	**$428,895.00**

Docusign Envelope ID: 08E61D01-3CDD-81BF-8139-91B421421999

Attachment C – Travel Guidance
Washington State Migrant Education Program
Travel Guidance
Fiscal Year 2026-2027

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 impeded delivery of services including summer programs.

3. Contact OSPI via email
   a. Armando Isais-Garcia

Question on state travel for coordination/collaboration:

1. If **OSPI** is specifically requesting this extra travel after the SOW and FY budget allocations have been established/approved, then OSPI will fund.
2. If ***ESD A*** is individually requesting this support from ***ESD B***, then in good form ***ESD A*** should offer to pay additional expenses.
3. If ***ESD A*** cannot pay, and if ***ESD B*** consents to shouldering the extra expense within ***B's*** budget, then ***ESD B*** can cover it. However, this is discretionary on ***ESD B's*** part.

Background Note: In an effort to honor ESD inter-agency agreements, do not respond directly to an out-of-region district request. Please refer the district to their corresponding ESD Migrant Education Program. The request for assistance would need to come from the requesting district's home ESD. Both affected ESDs superintendents would then need to give their approval in order to proceed.

Docusign Envelope ID: 08E61D01-3CDD-81BF-8139-91B421421999

ATTACHMENT D - SNCM & MEP NCM Supplemental Table

SCHOOL NURSE CORP MANAGER & MEP NURSE CASE MANAGER

School Nursing Corp Manager (SNCM)	MEP Nurse Case Manager (NCM)
Provide intensive, one-on-one support services by School Nursing Corp Manager (SNCM) to address the combined health, attendance, and academic needs of students to improve student health and academic status.	Provide parent workshops and attend migrant family events, including back-to-school events and family nights, that pertain to health topics (i.e., mental health, childhood obesity, worker safety, community resources, hygiene, dental, vaccines, etc.).
Collaborate with District administrators, teachers, and school staff, including school nurses, health services staff and counselors, to identify students meeting the criteria of the SNCM program.	Provide supplemental intensive, one-on-one nursing support services (including evening, nights, weekends, or summer MEP programming) to MEP eligible youth to address the combined health, attendance, and academic needs of students to improve student health and academic status.
Assess student and family health needs (physical, social-emotional-behavioral and other).	Offer supplemental one-on-one nursing services through home visits in coordination with Districts/ MEP staff to MEP eligible youth and families.
Prioritize students and develop a caseload of 10 – 15 students.	Prioritize Priority for Service (PFS) students and develop a caseload of 30 – 50 students.
Communicate and collaborate with students, families, and District staff regarding student needs and SNCM services.	Provide training to other school or partnering state or federal organizations' personnel staff in addressing the unique health needs of migratory students.
Develop a plan and strategies for SNCM nursing interventions.	Provide supplemental intensive, one-on-one nursing support services (including summer MEP programming) to MEP districts not served by the School Nursing Corp Manager.
Coordinate with community resources as appropriate for student care.	
Meet with District principal, school nurse and school counselor on as needed basis, at least quarterly, for communication and collaboration regarding SNCM students and program.	
Attend regular meetings with SNCM Coordinator and trainings as appropriate for enhancing SNCM skills and knowledge.	

Docusign Envelope ID: 08E61D01-3CDD-81BF-8139-91B421421999

Establish communication mechanisms (e.g., team meetings, email communications, conference calls) to ensure ongoing and effective communication between school leadership/staff and community partners.
Conduct outreach/education to make eligible families aware of and knowledgeable about the Medicaid system and how to access it.

Certificate Of Completion

Envelope Id: 08E61D01-3CDD-81BF-8139-91B421421999
Status: Completed
Subject: OSPI Agreement #20260518 – Action Required
Source Envelope:
Document Pages: 19
Signatures: 2
Certificate Pages: 4
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Daniel Safiei
Old Capitol Building
600 Washington St SE
Olympia, WA 98504
daniel.safiei@k12.wa.us
IP Address: 216.186.28.106

Record Tracking

Status: Original
8/11/2026 4:02:48 PM
Holder: Daniel Safiei
daniel.safiei@k12.wa.us
Location: DocuSign
Security Appliance Status: Connected
Pool: FedRamp

Signer Events	Signature	Timestamp
Lisa Mathews lmatthews@nwesd.org Security Level: Email, Account Authentication (None)	Initial  Signature Adoption: Pre-selected Style Using IP Address: 2607:fa78:1051:1006:9d68:ad32:4ca7:78a9	Sent: 8/11/2026 4:10:46 PM Resent: 8/18/2026 8:35:57 AM Resent: 8/19/2026 3:19:09 PM Viewed: 8/19/2026 5:37:07 PM Signed: 8/19/2026 5:40:43 PM
Electronic Record and Signature Disclosure: Accepted: 8/19/2026 5:37:07 PM ID: 7f824ded-a1d7-4f5a-aaa0-0b911469737b		
Dr. Ismael Vivanco ivivanco@nwesd.org Superintendent Security Level: Email, Account Authentication (None)	DocuSigned by:  0EF5F61D5CAE402... Signature Adoption: Pre-selected Style Using IP Address: 73.239.234.182 Signed using mobile	Sent: 8/11/2026 4:10:44 PM Resent: 8/18/2026 8:35:56 AM Resent: 8/19/2026 3:19:08 PM Viewed: 8/19/2026 6:12:38 PM Signed: 8/19/2026 6:13:32 PM
Electronic Record and Signature Disclosure: Accepted: 8/19/2026 6:12:38 PM ID: e6049b64-e32f-4e4a-8c7f-b487bfcdaa3f		
Kyla Moore kyla.moore@k12.wa.us Contracts Administrator Office of Superintendent of Public Instruction Security Level: Email, Account Authentication (None)	DocuSigned by:  8A902A25B09A4C5... Signature Adoption: Uploaded Signature Image Using IP Address: 104.225.186.131	Sent: 8/19/2026 6:13:35 PM Viewed: 8/20/2026 8:50:55 AM Signed: 8/20/2026 8:51:11 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Enrique Lopez elopez@nwesd.org Regional Migrant Education Manager Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/26/2025 1:46:11 PM ID: 8250ce05-f39d-4ecb-ab22-ae252f0b5895	COPIED	Sent: 8/11/2026 4:10:45 PM Viewed: 8/11/2026 4:27:41 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/11/2026 4:10:46 PM
Envelope Updated	Security Checked	8/12/2026 7:59:04 AM
Envelope Updated	Security Checked	8/17/2026 2:23:44 PM
Envelope Updated	Security Checked	8/17/2026 2:23:44 PM
Envelope Updated	Security Checked	8/17/2026 2:23:44 PM
Envelope Updated	Security Checked	8/17/2026 2:23:44 PM
Certified Delivered	Security Checked	8/20/2026 8:50:55 AM
Signing Complete	Security Checked	8/20/2026 8:51:11 AM
Completed	Security Checked	8/20/2026 8:51:11 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO State of Washington Office of Superintendent of Public Instruction (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO State of Washington Office of Superintendent of Public Instruction:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: Docusign_Support@k12.wa.us

To advise Carahsoft OBO State of Washington Office of Superintendent of Public Instruction of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at Docusign_Support@k12.wa.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO State of Washington Office of Superintendent of Public Instruction

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to Docusign_Support@k12.wa.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO State of Washington Office of Superintendent of Public Instruction

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to Docusign_Support@k12.wa.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO State of Washington Office of Superintendent of Public Instruction as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO State of Washington Office of Superintendent of Public Instruction during the course of your relationship with Carahsoft OBO State of Washington Office of Superintendent of Public Instruction.