

**INTERLOCAL AGREEMENT**  
**Agreement No. 20170407**

between

**OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION**

Old Capitol Building, P.O. Box 47200  
Olympia, WA 98504-7200

and

**SPOKANE PUBLIC SCHOOLS**

200 N Bernard St  
Spokane, WA 99201

Federal Identification #91-6001582  
Unified Business Identifier #328-005-738

**THIS AGREEMENT** is made and entered into by and between the Spokane Public Schools, hereinafter referred to as "SPS," 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 Asian American Pacific Islander (AAPI) Data Disaggregation (D2) Grant that was awarded to the State of Washington on November 14, 2016.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**STATEMENT OF WORK**

SPS 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:

- With OSPI, SPS shall participate in an analysis of their Asian American Pacific Islander English Learner (AAPI-EL) data collection and Timelines for the analysis will be determined by OSPI's Student Information Office and Contract Manager.

**Deliverable:** By the end of Year 1, SPS shall provide a written needs assessment of AAPI-ELs.

- With OSPI, SPS shall identify and provide professional development opportunities on practices that have demonstrated a positive impact on AAPI-EL students.

**Deliverable:** By September 1, 2017, for Year 1, and as determined by OSPI thereafter, SPS shall provide an evaluation of professional development (PD) opportunities for staff and families. At minimum, SPS shall offer one (1) PD opportunity. SPS shall provide sign-in sheets and evaluations to OSPI following the PD.

- With OSPI, SPS shall identify programs and activities that will be implemented to provide educational/support system opportunities to AAPI students and their families.

**Deliverable:** By June 1, 2017, for Year 1, and as determined by OSPI thereafter, SPS shall provide a report of identified programs and activities designed to identify and serve AAPI-EL needs.

- SPS shall participate with OSPI in three (3) on-site meetings and up to four (4) remote meetings throughout the year (as determined by OSPI). SPS shall provide professional learning opportunities to educators and will build family outreach activities with other AAPI non-profit/community based contractors. (Projected combined time for each District is one hundred and fifty (150) hours during each year.)

**Deliverable:** On-site meetings

- SPS shall participate in meetings with independent evaluator to meet all reporting requirements and timelines on deliverables, as determined necessary by OSPI.

**Deliverable:** Meetings with evaluator

## PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on February 27, 2017, or date of execution, whichever is later, and be completed on August 31, 2021, unless terminated sooner as provided herein.

Year 1 – February 27, 2017, or date of execution, whichever is later, through August 31, 2017

Year 2 – September 1, 2017, through August 31, 2018

Year 3 – September 1, 2018, through August 31, 2019

Year 4 – September 1, 2019, through August 31, 2020

Year 5 – September 1, 2020, through August 31, 2021

## 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 shall be a set rate of forty-five thousand dollars (\$45,000) per year, not exceed a total of two-hundred-twenty-five thousand dollars (\$225,000). 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 United States Department of Education (ED), Office of English Language Acquisition (OELA) Asian American Pacific Islander (AAPI) Data Disaggregation (D2) grant, CFDA #84.365D, PR/AWARD NUMBER T365D160005.

## **BILLING PROCEDURE**

SPS shall submit one (1) invoice to the Contract Manager at the end of each Year (defined in the Period of Performance section). 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 the SPS 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.

## **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**

SPS 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. SPS 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. SPS 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 Agreement.

<b>Spokane Public Schools</b>	<b>OSPI</b>
Mark Anderson Associate Superintendent, School Support Services 200 N Bernard St. Spokane, WA 99201 Phone: (509) 354-6261 Fax: (509) 354-5959	Jenny Choi Bilingual Education Program Supervisor Old Capitol Building, P.O. Box 47200 Olympia, WA 98504-7200 Phone: (360) 725-4477 Fax: (360) 664-0256

## **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
- 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 SPS and paid for by OSPI as part of this Agreement shall be the property of the State of Washington. Both OSPI and SPS 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 SPS provides and uses to perform this Agreement but which is not created for or paid for by OSPI shall be owned by SPS or such other party as determined by Copyright Law and/or SPS's internal policies; however, for any such materials, SPS 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.

## **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**

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, OSPI may, without advance notice and without liability for damages, terminate this Agreement by providing written notice to SPS. The termination shall be effective on the date specified in the termination notice.

## **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 SPS 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 SPS the agreed upon price, if separately stated, for completed work and services accepted by OSPI and the amount agreed upon by SPS 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 SPS 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, SPS 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 SPS 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 SPS and in which OSPI has or may acquire an interest.

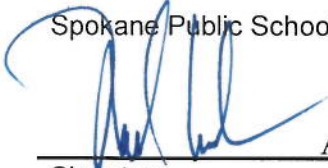

#### WAIVER

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.**

Spokane Public Schools	Superintendent of Public Instruction State of Washington
	
_____ Signature	_____ Sheryl Turner, Contracts Administrator
Associate Superintendent	
_____ Title	
Dr. Mark Anderson	March 27, 2017
_____ Print Name	_____ Date
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 – 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.