



Northwest Educational Service District 189

1601 R Avenue, Anacortes, WA 98221
360-299-4000 FAX: 360-299-4070

AGREEMENT TO Implement PreK-3rd Alignment

BETWEEN

Concrete School District
(Hereinafter referred to as District)
45389 Airport Way, Room 103, Concrete, WA 98237
(360) 853-8141 FAX (360) 853-7521

AND

Northwest Educational Service District
(Hereinafter referred to as NWESD)
1601 R Avenue, Anacortes, WA 98221
(360) 299-4000 FAX (360) 299-4071

In consideration of the promises and conditions contained herein, NWESD and District do mutually agree as follows:

1. **Purpose.** This Agreement stipulates the promises and conditions by which the Northwest Educational Service District (referred to as "NWESD") will provide funding for the replication of early literacy instructional alignment between School District and its Head Start/ECEAP program, as delineated herein. Both the NWESD and the District recognize this is a mutual arrangement for the benefit of both parties.
2. **Term.** Activities for this Agreement must be conducted between August, 2010, and October 31, 2011. All invoices for these activities must be received no later than November 30, 2011.
3. **Organization and Governance.** The parties agree the NWESD is authorized as the legal and administrative entity to govern and direct the operation of this Agreement and the parties' obligations hereunder in accordance with the terms of this Agreement and the NWESD's adopted policies and procedures.
4. **Cost.** The NWESD shall pay to the District the total sum **Not to Exceed Four Thousand and No/100 Dollars (\$4,000.00)** for the successful participation of PreK-3rd alignment activities delineated in Section 6.
5. **Responsibilities of the NWESD.** The responsibilities of the NWESD under this Agreement are:
 - 5.1 Each district-community partnership will receive support for aligning and improving early literacy practices as follows: Access and coordination of on-site consultation with David Matteson and Vicki Hubner. Access to and coordinating of CLASS training as identified by the grant and to secure website for ongoing professional development. Facilitation and coordination of regional PreK-3rd Alignment Leadership Group, including development of common language and approaches for the implementation of quality early learning literacy alignment, sustainability of efforts, fund development and problem solving. Resource materials, guidance and technical assistance for the development of demonstration classrooms and district/partner PreK-3rd PLC.

Provide a total Not to Exceed Four Thousand and No/100 Dollars (\$4,000.00) to subsidize course registration, travel/subsistence costs, reimbursement for substitute costs and/or daily rate staff stipends to enable participation as described in 5.1 above.

- 5.2 Within forty (40) days of receipt of invoice/assurances delineated in Section 6, provide payment to the District to fund a maximum Not to Exceed Four Thousand and No/100 Dollars (\$4,000.00) for approved expenditures.

6. **Responsibilities of the District.** The responsibilities of the District under this Agreement are as follows:

- 6.1 District will commit to form district/partner PreK-3rd PLC, including representation from administration, pre-school and primary teachers and Head Start/ECEAP program. One member of the PreK-3rd task force will participate on the regional PreK-3rd Alignment Leadership Group facilitated by NWESD.
- 6.2 District will identify "teacher-leaders" and/or classrooms to develop as demonstration sites for their district and community.
- 6.3 District collaborative will be jointly formed between the District and Head Start/ECEAP program and will explore implementation of common formative assessments in literacy, use of the *Classroom Scoring and Assessment System* (CLASS) in alignment with district instructional frameworks.
- 6.4 District will provide the regional coordinator with data and information to support progress monitoring and success of the project.
- 6.5 Invoice NWESD for payment, including appropriate assurances/documentation no later than **November 30, 2011**.
- 6.6 The District will waive any locally-established procurement requirements that are more restrictive than those established by statute for fees/purchases initiated pursuant to this Agreement.
- 6.7 The District will not use federal funds for payment of any fees/purchases related to this Agreement, unless it provides prior written notice to the NWESD Assistant Superintendent for Finance and Compliance. This will assure the District and NWESD can proactively explore and meet any federal procurement requirements.
- 6.8 The District has been selected to participate in this Project at the discretion of NWESD. The District may not make any statement or otherwise imply to donors, investors, media or the general public that the District is a direct grantee of the Bill & Melinda Gates Foundation ("Foundation"). The District may state that Northwest Educational Service District 189 is the Foundation's grantee and that the District is a subgrantee or subcontractor of Northwest Educational Service District 189 for the Project.

7. **Mutual Termination.** This Agreement may be terminated by mutual agreement by the parties upon 30-days written notice by either party.

8. **Indemnification.**

8.1 The NWESD agrees to protect, defend, indemnify and hold the District, its officers, agents and employees harmless from any and all claims and losses for bodily injury, including death, and/or property damage to the extent such claims or losses arise or result from the NWESD's negligent performance under this Agreement.

8.2 The District agrees to protect, defend, indemnify and hold the NWESD, its officers, agents and employees harmless from any and all claims and losses for bodily injury, including death, and/or property damage to the extent such claims or losses arise or result from the District's negligent performance under this Agreement.

9. **Waiver.** No provision of this Agreement or the right to receive reasonable performance or any act called for by its terms shall be deemed waived by a breach thereof as to a particular transaction or occurrence.

10. **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 and, to this end, the terms and conditions of this Agreement are declared severable.

11. **Governing Law and Dispute Resolution.** This Agreement shall be governed by the laws of the state of Washington. Disputes shall be resolved by a three-member committee. The committee shall consist of one representative selected by NWESD and the District; thereafter, the NWESD's representative and the District's representative shall select an impartial third party, who shall serve as the third member of the committee. All decisions of this dispute resolution committee shall be final and binding on the parties.

12. **Whole Agreement.** The parties agree that this Agreement constitutes the entire agreement between the parties and supersedes all prior or existing written or oral agreements between the parties and may not be amended other than by written addendum signed by the parties and attached to the original executed Agreements.

13. **Attorneys Fees and Costs.** Each party shall be responsible for its own legal fees in the event they arise out of this Agreement (see Section 11).

14. **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.

15. **Opportunity Without Discrimination.** The NWESD and the District agree to comply with all applicable state and federal rules and regulations which prohibit discrimination on the basis of race, color, creed, religion, national origin, age, sex, marital status, or the presence of any sensory, mental or physical disability. Inquiries regarding compliance

and/or grievance procedures for the NWESD may be directed to the NWESD at its address above.

16. **Suspension and Disbarment.** The parties to the Agreement certify, and each relies thereon in execution of this Agreement, that their entity nor its Principals are presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department. "Principals", for the purposes of this certification, mean officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary, division, or business segment, and similar positions). Further, each party agrees to provide the other(s) immediate written notice if, at any time during the term of this Agreement,, including any renewals hereof, it learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances. Each party's certification via the execution of this Agreement is a material representation of fact upon which each party has relied in entering into this Agreement. Should either party determine, at any time during this Agreement, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, it may terminate this Agreement in accordance with the terms and conditions therein.
17. **Authority.** The terms and conditions of this Agreement, to which the parties agree, are being entered into by appropriate resolutions of the respective boards of directors of the NWESD and the District.

IN WITNESS WHEREOF, the NWESD and the District have executed this Agreement on the date and year indicated below.

NORTHWEST EDUCATIONAL SERVICE DISTRICT NO. 189

By: *Dr. Gerald W. Jenkins*
Dr. Gerald W. Jenkins, Superintendent

Date: 7/12/10

CONCRETE SCHOOL DISTRICT NO. 11

By: *Barbara Hawkings*
Barbara Hawkings, Superintendent (or designee)

Date: 6/30/10

PLEASE SIGN, DATE, AND RETURN TWO ORIGINALS OF THIS AGREEMENT TO:

Patty Yates, Administrative Assistant
Northwest Educational Service District 189
1601 R Avenue, Anacortes, WA 98221
Direct: 360-299-4015 Fax: 360-299-4071
Email: pyates@nwesd.org