

**WORKSHOP (AR) INTERLOCAL AGREEMENT  
FISCAL YEAR 2021-2022**



**EDUCATIONAL SERVICE DISTRICT NO 112  
2500 NE 65th Avenue  
Vancouver WA 98661-6812**

**Parties to the Agreement:**

Educational Service District No. 112, hereinafter referred to as “ESD112”, and Washington State University Vancouver, 14204 NE Salmon Creek Avenue, Vancouver WA 98686, hereinafter referred to as the “University”.

IN WITNESS WHEREOF, the University 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.	
<b>WASHINGTON STATE UNIVERSITY-VANCOUVER</b>	
AUTHORIZED SIGNATURE:	DATE:
<b>EDUCATIONAL SERVICE DISTRICT NO 112</b>	
AUTHORIZED SIGNATURE:	DATE:

<b>MIT 533-01: Elementary School Mathematics Methods</b>		
<b>MIT 537-01: Problem Solving in Elementary Mathematics</b>		
The purpose of this Agreement is to provide for delivery of professional development services to the University through the workshop offering. This Agreement consists of this summary signature page and <b>Exhibit A, Terms &amp; Conditions</b> , which constitute the entire understanding of the Parties.		
<b>Agreement Number:</b> 22141-311	<b>Fees:</b>	
	Workshop fee	\$6,080.00
<b>Workshop Location:</b> Washington State University-Vancouver 14204 NE Salmon Creek Avenue Vancouver WA 98686	Travel Expenses, not to exceed	inclusive
	TOTAL FEE, not to exceed	\$6,080.00
<b>Workshop Date(s):</b>	<b>Workshop Time(s):</b>	<b>Maximum Number of Participants:</b> NA
Fall Semester 8/16/2021- 12/31/2021	Every Wednesday 12:35PM-3:25PM Every Thursday 2:10PM-4:00PM	<b>Minimum # of Participants:</b> NA <b>Registered by:</b> NA

<u>ESD112 INFORMATION</u>	
REV ACCT NO:	1622 12 2230
DEPT APPROVAL	MD
BUDGET APPROVAL	AA
BUS SVC APPROVAL	

**IF OPTING OUT OF ELECTRONIC SIGNATURE:**

Send scanned copy of Agreement with executed signature by email to:  
**districtcontracts@esd112.org**

**EXHIBIT A  
TERMS & CONDITIONS**

- 1. Organization.** The University is entering into this Agreement for professional development training from ESD112. The provision of educational, instructional or specialized services is provided to improve student learning or achievement, offered under the authority granted in the Interlocal Cooperation Act, RCW 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.
- 2. Financial Terms.** ESD112 shall invoice the University an amount not to exceed \$6,080.00 for workshop fees, inclusive of program travel costs, as mutually agreed, after completion of the workshop. ESD112 shall include this amount in the final invoice, to be billed after completion of the workshop.
- 3. Parties' Obligations.** The Parties agree to fulfill the following obligations for delivery of workshop services under this Agreement:

  - 3.1 Responsibilities of ESD112.** ESD112 shall:

    - 3.1.1** Teach the MIT 533-01: Elementary School Mathematics Methods and the MIT 537-01: Problem Solving in Elementary Mathematics courses, on the dates and times indicated at the identified location, subject to provisions for rescheduling due to delays beyond the control of ESD112, per section 4 below.

      - 3.1.1.1** The MIT (Master in Teaching) program schedule classes are anticipated to meet every Wednesday and Thursday of the Fall semester at the University, starting Wednesday 8/24/2021 through Thursday 12/9/2021.
      - 3.1.1.2** Calendar exceptions are currently scheduled for no scheduled classes on 9/1, 9/2, 11/11, 11/24, 11/25, 12/8 and 12/9 of 2021.
    - 3.1.2** Invoice the University in accordance with Section 2 above.
  - 3.2 Responsibilities of the District.** The University shall:

    - 3.2.1** Ensure that participants have access to devices, if needed.
    - 3.2.2** Coordinate location requirements.
    - 3.2.3** Provide workshop presenters with internet access, and A/V (projector, speakers, A/V cables).
    - 3.2.4** Provide participants with refreshments and/or lunch if needed.
    - 3.2.5** Remit payment to ESD112 for the final invoice within thirty days of receipt for workshop fees.
- 4. Delays in Performance.** Where ESD112 is prevented from completing the workshop within the Agreement term due to delay beyond control of ESD112, the Agreement term shall be extended and the workshop rescheduled, by mutual agreement of the Parties. Delays beyond the control of ESD112 shall include, but not be limited to, acts of nature considered force majeure (Section 4.1 below), compliance orders (Section 4.2 below), or illness of the trainer.

  - 4.1 *Force Majeure.*** ESD112 and the University shall not be liable for any failure to perform its obligations in this Agreement, and shall not be liable for the damages in Section 5 below, 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.

**4.2 Compliance Orders.** ESD112 shall 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 (OSPI) guidelines, and comply with the state proclamations and orders as pertains to any infectious disease outbreaks or pandemics (i.e., COVID-19). ESD112 shall adjust delivery of services as requested and/or required to meet needs without modification to terms of the Agreement.

**5. Termination.** This Agreement may be terminated by either party by providing the other party thirty (30) days written notice of intent to terminate. If the Agreement is terminated, the University shall pay ESD112 for all work performed and expenses incurred up to the date the Agreement is terminated. Fees owed following termination shall be paid within thirty (30) days of receipt of an invoice.

**6. Amendments.** Changes to this Agreement by either party shall be communicated in writing to the Agreement contacts noted in Section 8 below.

**7. Non-Discrimination.** Per requirements of state, local and federal laws, ESD112 and the University agree not to discriminate on the basis of race, color, creed, religion, national origin, citizenship or immigration status, age, sex, gender expression or identity, sexual orientation, genetic information, honorably discharged veteran or military status, marital status, family/parental status, income derived from a public assistance program, political beliefs, non-job-related physical, sensory, or mental disabilities, use of a trained guide dog or service animal, or reprisal or retaliation for prior civil rights activity. Inquiries regarding compliance and/or grievance procedures for ESD112 may be directed to ESD112 at its address above.

**8. Agreement Contacts.**

	<u>THE UNIVERSITY</u>	<u>ESD 112</u>
<b>SIGNATURE AUTHORITY / NOTICE CONTACT-Required</b>		
Name:	Lynn V. Valenter	Tim Merlino
Position:	Vice Chancellor for Finance and Operations	Superintendent
Phone:	360.546.9590	360.750.7500
Email:	lvalenter@wsu.edu	tim.merlino@esd112.org
<b>WORKSHOP CONTACTS -Required</b>		
Name:	Debra Barnett	Molly Daley
Position:	Administrative Manager, College of Education	Regional Mathematics Coordinator
Phone:	360.546.9660	360.952.3373
Email:	debarnett@wsu.edu	molly.daley@esd112.org