

This interagency Training Agreement (“Agreement”) is made as of the last day of signature or the first day of training classes, whichever is earlier (the “Effective Date”) by and between the Haring Center of the University of Washington (HC), a public institution of higher education and agency of the State of Washington having administrative offices at 222 Miller Hall, Seattle, WA 98195 (“HC”) and Edmonds School District (“the Client”), having administrative offices 20420 68th Ave W Lynnwood WA 98036 each individually a “Party” and together the “Parties.” HC and the Client agree as follows:

## **Background**

- 1.1. HC develops and delivers high-quality educational programs and training services to national and international audiences in a variety of fields.
- 1.2. The Client desires to obtain professional development from HC for the Client’s employees in Haring Center – Training and Coaching as specified in Exhibit A (the “Program”).

## **2. HC Program**

2.1 Description. Under the terms defined herein, HC will provide the Program as outlined in Exhibit A. Exhibit A may be altered to meet specific needs of the Client. Written amendment will be required when services rendered exceed deliverable total and upon mutual agreement of the Parties.

## **3. HC Obligations**

3.1 HC Program Administrator. The HC Partner Manager for all issues related to HC’s role in the development and delivery of the Program under this Agreement will be:

Name: Ariane Gauvreau  
Address: University of Washington, College of Education  
Box 357925, Seattle, WA 98195  
Telephone: 206-669-2420  
Email: ariane@uw.edu

Additional Contact: Alison Winfield, [avw@uw.edu](mailto:avw@uw.edu)

3.2 HC Instructors. The HC will provide the Instructors who are approved by the UW College of Education. Under this Agreement, the UW’s instructors are not a Client’s employee and the UW employee is not eligible for the Client’s employee benefits, including but not limited to, pension, medical insurance, life insurance, vacation or sick leave benefit’s, or worker’s compensation. In case of illness or other emergency of an HC Instructor, the classes will be rescheduled, or another HC Instructor will be chosen by mutual agreement of the Parties.

3.3 HC Academic Unit Approval. The Program content and Instructors are approved by the UW College of Education.

3.4 Location/Facilities. All classes for the Program will be held at locations/facilities provided by the Client. HC shall have the use of these locations/facilities, at no cost to HC, for the HC’s delivery of the Program.

3.5 Seminar Handouts. HC will provide handouts and materials for each session.

3.6 Sessions, Instruction Hours, and Dates. The days and times for activities in Exhibit A will be agreed upon by the Parties.

3.7 Pluralism. UW provides equal opportunity in education without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or status as a disabled veteran or a Vietnam era veteran in accordance with UW policy and applicable federal and state statutes and regulations.

3.8. Travel. All travel costs are included in the fees in Exhibit B.

#### **4. Client obligations**

4.1 Client Program Administrator. The Client Program Administrator responsible for all issues related to the Client's role in the development and delivery of the Program under this agreement will be:

Name: West Keller  
Address: 2000-200th Place SW Lynnwood, WA 98036  
Email: kellerw744@edmonds.wednet.edu

Additional Contact: Devone Miles ([milesd@edmonds.wednet.edu](mailto:milesd@edmonds.wednet.edu))

4.2 Participant Recruitment. The Client shall recruit Participants for the Program from the Client's organization, and the Client shall inform prospective Participants of the Program's requirements.

4.3 Recruitment, Marketing, and Coordination Costs. The Client shall be responsible for any costs associated with the Client's recruitment of Participants, marketing, and coordination of the Program.

4.4. Disability Accommodations. In compliance with the *Americans with Disability Act of 1990*, the Client agrees to arrange for special accommodations upon request to qualified individuals with disabilities participating in the Program. HC shall not be responsible for any costs resulting from this compliance.

#### **5. Financial Considerations**

5.1 Payment. The Client shall pay the HC the fees listed in Exhibit B.

#### **6. Intellectual Property**

6.1 Ownership and Control. The HC owns or controls all intellectual property related to the Program. Videotaping or audio taping of the seminar sessions is prohibited without the prior written permission of the HC, the Instructor and the Client.

6.2 No Transfer of Ownership. The Parties shall not, by performance under this Agreement, obtain any ownership interest in copyright, trademark rights or any other proprietary rights or information of the other Party, its officers, inventors, employees, students or agents.

#### **7. Representation and Risk**

7.1 Right to Enter Agreement. Each Party represents that it has the right to accept its respective obligations as set forth in this Agreement.

7.2 No Third-Party Obligations. Each Party represents, to the best of its knowledge, that it is under no obligation to any third party which could interfere with its own ability to enter into or perform its obligations under this agreement.

7.3 Independent Contractors. The Parties are independent contractors. Nothing in this Agreement shall be deemed to create any association, partnership, joint venture, employment relationship, or agency relationship between the Client and the HC with respect to the HC Program or otherwise.

7.4 Indemnification. The Parties agree to defend, indemnify, and hold each other harmless from and against any loss, claim, or damage arising from the negligent acts or omission of their respective officers, employees, students or agents in the performance of their duties this Agreement. This indemnification clause shall survive the expiration or termination of this Agreement.

## **8. Term and Termination**

8.1 Term. The Term of this agreement shall commence on the Effective Date and shall continue until **June 30, 2021** unless sooner terminated in accordance with the provisions set forth in this Agreement.

8.2 Commitment. The Parties mutually agree to commit the required resources to the successful completion of this Program and not to cancel the Program midstream except in an extreme and unforeseeable circumstance preventing either Party from completing its respective obligations outlined in the Agreement. For the best interest of the Participants, neither Party will consider postponing segments of the Program.

8.3 Termination for Cause. If for any reason, one Party (the “Responsible Party”) does not fulfill in a timely and proper manner its obligations under this Agreement, or violates any of the terms or conditions herein, the other Party (the “Aggrieved Party”) shall give the Responsible Party written notice of such failure or violation. The Responsible Party shall be given the opportunity to correct the violation or failure with fifteen (15) working days. If the violation or failure is not corrected, this Agreement may be terminated immediately by written notice of the Aggrieved Party to the other.

8.4 Termination by the HC. The HC reserves the right to terminate this Agreement at any time upon notice the Client, if the HC is unable to begin or complete the Program for any reason; and in the event of such voluntary termination by the HC, the HC will not charge the Client a cancellation fee. If the HC terminates this Agreement for cause in accordance with Section 8.3, then the Client shall owe the Total Fee for deliverables to the HC and the HC shall make no refunds to the Client.

8.5 Termination by the Client. The Client may terminate this agreement at any point upon notice to the HC should delivery of the work become infeasible. In this case, the Client will be liable for costs incurred to the point of cancellation or unavoidable costs.

## **9. General**

9.1 Governing Law and Venue. This Agreement shall be construed in accordance with, and its performance shall be governed by, the laws of the State of Washington without giving effect to Washington’s conflict of laws provisions. The Parties accept the venue and jurisdiction of the Federal District Court of Western Washington, Seattle, or the King County Superior Court.

9.2 Severability. If any provision of this Agreement will be held to be invalid, illegal or unenforceable, the validity, legality, enforceability of the remaining provisions shall not be in any way affected or impaired thereby.

9.3 Waiver of Breach. No omission or delay of either Party hereto in requiring due and punctual fulfillment of the obligations of the other Party hereto shall be deemed to constitute a waiver by such Party of its rights to require such due and punctual fulfillment, or of any other of its remedies hereunder.

9.4 Amendments. No amendment or modification hereof shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement, and is signed by duly authorized representatives of the Parties.

9.5 Exhibits. The Parties agree and acknowledge that all Exhibits referred to in this Agreement are incorporated in this Agreement by reference.

9.6 Assignment. This Agreement and the rights and benefits covered by each Party upon the other Party hereunder may not be assigned, delegated, or transferred by either Party.

9.7 Force Majeure. In the event either Party hereto is prevented from or delayed in the performance of any of its obligations hereunder by reason of acts of God, war, strikes, riots, storms, fires, or any other cause whatsoever beyond the reasonable control of the non-performing Party, the non-performing Party shall be excused from the performance of any such obligation to the extent and during the period of such prevention or delay. Lack of funds shall not be considered a force majeure event.

9.8 Headings. The headings of the several sections of this Agreement are inserted for convenience and reference only, and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

9.9 Entire Understanding. This Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either written or oral, between the Parties relating to the subject matter of this Agreement.

9.10 Conflict Resolution. In the event of a dispute between the Parties relating to the terms and conditions of this Agreement or the performance of the Parties hereunder, the Parties shall first attempt to resolve the dispute by initiating a discussion in good faith between the contacts listed in Section 10. In the event the Parties are unable to resolve any such dispute within fifteen (15) business days (or other such time period to which both Parties may mutually agree in writing), then each Party may take such action as it deems appropriate in its sole discretion.

## **10. Notices**

10.1 Delivery and Addresses. Any notice or other communication required or permitted to be given by either Party shall be deemed to have been properly given and delivered, if delivered in writing to the respective addresses set forth above, or to such other address as either party shall designate by written notice given to the other Party, on the dates as follows: (i) two business days after being sent by registered or certified mail, return receipt requested, postage prepaid, (ii) one business day after being sent via reputable nationwide overnight courier service, guaranteeing next business day delivery, (iii) three business days after deposit in the United States Postal Service if sent by first class mail, properly addressed; or (iv) immediately after being sent by email and confirmed by prompt delivery of the hardcopy original.

IN WITENSS WHEREOF, the HC and the Client have executed this Agreement, by their respective duly authorized officers, on the dates listed below.

<p>Signature of the HC:</p> <p>By: _____</p> <p>Ariane Gauvreau Haring Center, Senior Director of Professional Development and Training University of Washington, College of Education</p> <p>Date: _____</p>	<p>Signature of the Client:</p> <p>By: _____</p> <p>Name: Chris Cullison Title: Director Budget and Finance Organization: Edmonds School District</p> <p>Date: _____</p>
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**EXHIBIT A: PROGRAM AND SCHEDULE**

**A.1 Description: Haring Center – Professional Development**

**Haring Center and Alderwood Early Childhood Center Partnership**

**2021**

The Alderwood Early Childhood Center (AECC) would like to partner with the Haring Center for Inclusive Education for on-going training and coaching. The Haring Center provides professional development opportunities for schools and organizations that serve a diverse population including children with a need for individualized instruction and specific behavior supports. The Haring Center’s professional development staff bring expert knowledge from the field of early childhood development and primary education, especially for supporting children with special or diverse learning needs.

Partnership Goals & Desired Outcomes:

- Provide 6 training sessions for the AECC staff, addressing:
  - Tiered Systems of Support
    - Tier 1: High quality Early Childhood Programs, including the benefits of inclusive early childhood settings for all learners (children with and without disabilities)
    - Tier 2: Curriculum Modifications and Embedded Learning Opportunities, including the creation and implementation of Activity Matrices, and planning for embedded instruction
    - Tier 3: Child Focused Instruction Strategies
  - Putting it all together
    - Staff matrices, planning, revisiting activity matrices and implementation of embedded learning
  - Individual Data Collection and Data Based Decision Making, fading our support
  - Other topics may include family partnership and parent coaching, visual supports, social emotional support, etc., and will be determined based on Dr. Keller’s priorities for teams.
- Each training will involve action planning, where teams develop plans to implement between Haring Center trainings.

Contract Start & End Dates: 1/1/2021 – 6/30/2021

Activity	Description
Activity 1:	Six, 2-hour trainings on the inclusive practices and multi-tiered systems of support outlined above.  Please note the Haring Center only bills for hours used. The Haring Center bills for preparation, coaching & consultation, follow-up, supervision and travel.
<b>Total Cost:</b>	<b>12,000</b>

**Key Contacts**

<b>Contacts</b>	<b>Name</b>	<b>Email Address</b>
AECC Director	West Keller	kellerw744@edmonds.wednet.edu
Haring Center, Contract Contact	Alison Winfield	avw@uw.edu
Haring Center, Fiscal Contact	Choong Kim	Chk@uw.edu

**EXHIBIT B: FEES**

B.1 Fees Paid. The Client will pay the HC based on the number of hours of work performed (direct contact hours, preparation, follow-up, travel, etc.) each month.

TOTAL DELIVERABLES (not to exceed)	
Haring Center - Professional Development	
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Twelve Thousand US Dollars	\$12,000

B.2 Payment and Payment Terms. The HC will send invoices for the services provided in Exhibit A.1 to the Client Program Administrator listed in Section 4.1. The invoice payment is due to the HC within thirty (30) days of the Invoice Date.

B.3 Cancellation and Refunds. For the avoidance of doubt, the HC shall make no refunds to the Client for the withdrawal of individual Participants, or if fewer than the maximum number of Participants attend the Program, or if the Client cancels individual sessions, or if the Client cancels the Program or terminates this Agreement on or after the Program Start Date (i.e. the day of the first session.) If the Client cancels the Program or terminates this Agreement prior to the Program Start Date, then the Client shall owe the HC a Cancellation Fee of Ten Percent (10%) of the Total Fixed-Cost Program Fee, and the HC shall return to the Client any prepayment that the HC received for the Program, less the Cancellation Fee. The HC shall make no refunds except in accordance with this Section B.3 and Section 8.4.

B.4. Disability Accommodations. If requested in writing by the Client with sufficient advanced notice to the HC, or otherwise required by law, the HC will provide reasonable accommodations, entirely at the expense of the Client, for Participants with disabilities who will be attending the Program. The Client agrees to pay any costs associated with such accommodations, which will be billed the Client as a direct expense, due and payable on the day invoiced and to be received by the HC within thirty (30) days.

B.5 Payment Method and Address. All payments to the HC required under this Agreement shall cite this Agreement, and shall be made in U.S. dollars by check, money order, or wire transfer to the “University of Washington” and delivered to:

For checks or money orders:  
 University of Washington Haring Center  
 Box 357925  
 Seattle, WA 98195-7925  
 Attn: Fiscal Department