



**SCHOOL COMMUNICATIONS COLLABORATIVE  
DISTRICT CONTRACT FOR SERVICES  
FISCAL YEAR 2021-2022**

**Parties to the Contract:**

Educational Service District No 112 on behalf of the School Communications Collaborative, 2500 Northeast 65<sup>th</sup> Avenue Vancouver, WA 98661, hereinafter referred to as “Service Provider ESD” and Chimacum School District No. 049, 91 West Valley Road Chimacum, WA 98325, hereinafter referred to as “District”

IN WITNESS WHEREOF, the Service Provider ESD and the District (the Parties) have executed this Contract on the date and year indicated below. Signed versions of this Contract transmitted by facsimile copy or electronic mail shall be the equivalent of original signatures on original versions.	
<b>EDUCATIONAL SERVICE DISTRICT NO 112</b>	
AUTHORIZED SIGNATURE:	DATE:
<b>CHIMACUM SCHOOL DISTRICT NO 049</b>	
AUTHORIZED SIGNATURE:	DATE:

<b>Summary Statement-Contract Purpose</b>	
<b>COMMUNICATION SERVICES</b>	
To provide communication services to the District, as requested under the service package plan.	
<b>Contract Number: 22071-220</b>	<b>Financial Terms:</b> Compensation under this Contract shall not exceed \$18,000.00 for the performance of services as set forth in Exhibit A Section 4
<b>Contract Period</b> Initial Term Start: September 1, 2021 Initial Term End Date: August 31, 2022	<b>Invoice Schedule:</b> To be billed in quarterly installments of \$4,500.00: September 2021; December 2021; March 2022; June 2022

<b>Attachments:</b> This Contract consists of this signature page and the following exhibits, which constitute the entire understanding of the Parties.
<b>Exhibit A:</b> Terms for Services Provided
<b>Exhibit B:</b> General Terms & Conditions
<b>Exhibit C:</b> Communication Service Plan

<u>ESD112 INFORMATION</u>	
REV ACCT NO:	6804 81 2630
DEPT APPROVAL	Monique Dugaw
BUDGET APPROVAL	Allison Klump
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 FOR SERVICES PROVIDED**

1. **Purpose.**
  - 1.1 The Service Provider ESD and the District are entering into this Contract for the purpose of providing Communications Services to the District.
  - 1.2 The provision of educational, instructional or specialized services in accordance with this Contract are intended to improve district communication with their internal and external audiences.
  
2. **Term.** This Contract shall be effective September 1, 2021 and continue until the earlier of the date both Parties have satisfied their obligations set forth in this Contract, the date the Contract is terminated in accordance with Section 4 of Exhibit B, or August 31, 2022.
  
3. **Finance, Budget and Property.**
  - 3.1 **Contract Amount.** The District shall pay the Service Provider ESD an amount of \$18,000.00 for up to 164.00 hours for services provided under this Contract as described in Exhibit A Section 4 and Exhibit C.
    - 3.1.1 In addition to Contract amount, travel expenses authorized in advance by the District shall be reimbursed at actual cost not to exceed current Washington state travel reimbursement rates (<http://www.ofm.wa.gov/resources/travel/colormap.pdf>).
    - 3.1.2 Should the Service Provider ESD incur expenses at the request and direction of the District (such as domain registration fees, website add-ons, etc.) such expenses shall be reimbursed at actual cost.
    - 3.1.3 Additional services requested beyond the scope of the service package plan developed under Section 4.1.1 will require a contract amendment prior to provision of the additional service(s) and shall be billed at a rate of one-hundred ten dollars (\$110.00) per hour.
  - 3.2 **Invoicing.** The Service Provider ESD shall invoice the District in quarterly installments of \$4,500.00 in September 2021, December 2021, March 2022 and June 2022. Invoices shall be paid within thirty (30) days of receipt.
    - 3.2.1 Any expenses for travel reimbursement per Section 3.1.1, other reimbursable expenses per Section 3.1.2, and/or additional services provided per Section 3.1.3 shall be billed monthly, as incurred, and include original receipts, if applicable, and supporting documentation.
  - 3.3 **Property.** All personal property and assets acquired or received in connection with the obligations under this Contract, including but not limited to equipment, materials, supplies and funds, shall be owned and retained by Service Provider ESD, both during the term of this Contract and after the Contract is terminated, partially or completely. Real property shall not be acquired.

4. **Scope of Services and Parties' Obligations.** The Parties agree to fulfill the following obligations for delivery of services under this Contract:
- 4.1 **Responsibilities of Service Provider ESD.** The Service Provider ESD shall:
- 4.1.1 Design and implement a communication service plan as mutually agreed by ESD communication professional staff and the superintendent of the District or his/her designee (Exhibit C).
  - 4.1.2 Coordinate internal and external communication activities as outlined in the agreed-upon communication service plan.
  - 4.1.3 Provide staff as required by the agreed-upon communication plan's scope of services.
  - 4.1.4 Discuss any additional services that are needed that may be beyond the scope of this Contract and communication service plan package and execute mutually agreed upon amendments to this Contract.
  - 4.1.5 Invoice the District in accordance with Section 3 above.
- 4.2 **Responsibilities of the District.** The District shall:
- 4.2.1 Identify a point of contact within the District to whom Service Provider ESD professional staff shall be responsible.
  - 4.2.2 Provide District staff participation and support as mutually agreed in the communication service plan.
  - 4.2.3 Pay Service Provider ESD in accordance with Section 3 above.

5. **Contract Contacts.**

	<b><u>THE DISTRICT</u></b>	<b><u>SERVICE PROVIDER ESD</u></b>
<b>SIGNATURE AUTHORITY / NOTICE CONTACT-Required</b>		
Name:	Dr. Scott Mauk	Tim Merlino
Position:	Superintendent	Superintendent
Phone:	360.302.5890	360.750.7500
Email:	scott_mauk@csd49.org	tim.merlino@esd112.org
<b>PROGRAM CONTACTS</b>		
Name:	Traci Meacham	Monique Dugaw
Position:	Executive Secretary	Executive Director, Communications
Phone:	360.302.5891	360.952.3575
Email:	traci_meacham@csd49.org	monique.dugaw@esd112.org
<b>FISCAL / BUDGET CONTACTS</b>		
Name:	Theresa Montano-Burroughs	Allison Klump
Position:	Accounting Tech	Administrative Assistant
Phone:	360.302.5892	360.952.3588
Email:	theresa_burroughs@csd49.org	allison.klump@esd112.org
<b>ACCOUNTING / BILLING CONTACTS</b>		
Name:	Theresa Montano-Burroughs	Christy Stalcup
Position:	Same as above	AR Specialist II
Phone:		360.952.3490
Email:		christy.stalcup@esd112.org

**EXHIBIT B**  
**GENERAL TERMS & CONDITIONS**

1. **Authority & Organization.**
  - 1.1 A separate legal entity is not being created. Service Provider ESD shall administer the joint undertaking described in the terms of this Contract.
  
2. **General Responsibilities of the Parties.** Service Provider ESD and the District shall:
  - 2.1 Conduct background checks on any officials, employees, volunteers or agents who may perform obligations under this Contract and who may have contact with children in a public school or Service Provider ESD facility. No party/person who has plead guilty to, or been convicted of, a felony crime specified in RCW 28A.400.322 shall be allowed to do work under this Contract if they may have contact with children in a public school or Service Provider ESD facility. Failure to comply with this provision is grounds for immediate termination.
  - 2.2 Comply with federal, state, and local laws in performing obligations under this Contract, and any policies or regulations adopted by the Parties' boards of directors.
  - 2.3 Obtain and maintain general liability coverage, including contractual liability coverage, and automobile coverage in an amount not less than \$1,000,000 per occurrence. The Parties shall, upon request, provide each other suitable evidence of coverage required.
  - 2.4 Obtain any licenses or permits required to perform their respective obligations under this Contract.
  - 2.5 Maintain books, records, documents, data and other materials compiled and related to the performance of obligations under this Contract for the time period required under law. The Parties agree to provide access to and copies of any such books, records, documents, data or other materials to the other party upon request.
  - 2.6 Take all necessary steps to protect the confidentiality of educational records and shall not disclose such records or the information obtained from having access to such records without obtaining any required legal consent.
  
3. **Amendment.** Changes to the services the Service Provider ESD is obligated to provide or fees the District is obligated to pay shall be addressed in signed amendments to this Contract.
  
4. **Termination and Damages.** This Contract may be terminated by either party by providing the other party thirty (30) days written notice of intent to terminate. If this Contract is terminated, the District shall pay the Service Provider ESD for all work performed and expenses incurred up to the date this Contract is terminated. Fees owed following termination shall be paid within thirty (30) days of receipt of an invoice.

5. **General Provisions.**

- 5.1 **Assignment.** Neither this Contract nor any interest therein may be assigned by either party without the prior written consent of the other party.
- 5.2 **Attorneys' Fees and Costs.** In the event litigation arises out of this Contract, each party shall bear its own attorney's fees and costs.
- 5.3 **Authority.** The terms and conditions of this Contract to which the Parties agree are being entered into by appropriate resolutions or delegation of authority by the respective boards of directors of the Service Provider ESD and the District.
- 5.4 **Captions.** Paragraph headings have been included for convenience of the Parties and shall not be considered a part of this Contract for any purpose relating to construction or interpretation of the terms of this Contract.
- 5.5 **Conflict of Interest.** No person engaged in any activity associated with this Contract has a personal financial interest, direct or indirect, in this Contract. The Service Provider ESD and the District warrant that neither party presently has interests, and will not acquire interests, directly or indirectly, which would create a conflict of interest in performing the obligations under this Contract. Any direct or indirect conflict of interest must be disclosed.
- 5.6 **Force Majeure.** The Service Provider ESD and the District shall not be liable for any failure to perform its obligations in this Contract, and shall not be liable for the damages in Section 4, 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.
- 5.7 **Governing Law and Venue.** This Contract shall be governed by the laws of the State of Washington and any action or litigation undertaken to enforce the terms of this Contract shall be conducted in Clark County, Washington.
- 5.8 **Indemnification.** Both Parties agree to protect, defend, indemnify and hold the other party, and its directors, officers, agents and employees harmless from any and all claims and losses that are caused by the indemnifying party, or the indemnifying party's directors', officers', agents' or employees' negligent or malicious acts or omissions.
- 5.9 **Reproduction/Distribution Restrictions of Intellectual Property.** Any materials the Service Provider ESD produces shall be considered the intellectual property of the Service Provider ESD. The Service Provider ESD shall be considered the author of such materials. Any materials created under this Contract are intended for use exclusively by the District and may not be altered or duplicated for use by any other entity without obtaining the Service Provider ESD's prior written consent.
- 5.10 **Non-Discrimination.** Per requirements of state, local and federal laws, including 13 CFR 145, the Service Provider ESD and the District agree not to discriminate on the basis of race, color, creed, religion, national origin, 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 may be directed to the Service Provider ESD at its address above.

- 5.11 Notice.** Whenever notice is required under this Contract, it shall be provided by emailing, with receipt confirmation, or mailing notice to the Contact's designated contacts in Exhibit A, Section 5. Notice shall be deemed effective upon the earlier of actual receipt or three (3) days after notice is deposited in the United States Postal Service mail, by certified mail, postage prepaid.
- 5.12 Severability.** If any term of condition of this Contract or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Contract which can be given effect without the invalid term, condition, or application and, to this end, the terms and conditions of this Contract are declared severable.
- 5.13 Waiver.** No provision of this Contract, or the right to receive reasonable performance of any act called for by its terms, including but not limited to the right of a performing party to notify a non-performing party there has been a unilateral early termination, shall be deemed waived by a party's failure to enforce the provision or rights to performance in a particular transaction or occurrence. Any and all waivers shall be in writing and signed by the party waiving the provision or its rights to performance. Any waiver that is not in writing shall not be binding or effective.
- 5.14 Whole Contract.** The Parties agree that this Contract, together with all appendices, if any, constitute the entire Contract between the Parties and supersedes all prior or existing written or oral agreements between the Parties and may not be amended other than in writing signed by the Parties.

- 6. Exclusion, Debarment and Suspension Certification.** Per the requirements of Executive Order 12549, ESD112 and the District certify that neither they, nor their officers, directors, general managers or persons having primary management or supervisory responsibilities, are on the Excluded Parties List Report (web address: <http://www.sam.gov>) and that they are not presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded for the award of contracts by any Federal governmental agency or department. ESD112 and the District shall provide immediate written notice to each other if, at any time during the term of this Agreement, including any renewals hereof, the Parties learn that this certification has become erroneous by reason of changed circumstances.

Chimacum School District No 049 and Educational Service District 112  
Contract No. 22071-220  
Collaborative Communications Services

**EXHIBIT C**  
**COMMUNICATION SERVICE PLAN**

March 23, 2021

Interim Superintendent Dr. David Engle  
Incoming Superintendent Dr. Scott Mauk  
Chimacum School District  
91 West Valley Road  
PO BOX 278, Chimacum, WA 98325

**ESD112 Communications Services Included in Year-long Contract**

**Remote communications consultant/design services include but are not limited to:**

- Print and digital newsletter support (planning, writing and design work)
- Revisions to the communications plan and deliverables, including additional focus group sessions
- Social media support (campaign support, idea generation, writing, posting)
- Media relations support (proactive and reactive)
- Crisis communications support
- General graphics or messaging support shared collectively with contracting districts

*Important Note: Engaging in a year-long contract with ESD 112 Communications results in a discounted hourly rate of \$110/per hour (versus the standard \$116/hour rate without a contract).*

**Current 2020-21 Chimacum Communications Services Contract:** 2.5 hours per week

**SELECTED Option for 2021-2022 Communications Contract**

1. 2.5 hours per week (same as current contract)  
Total contract \$15,000 for up to 136 hours of communications/design work (quarterly payments of \$3,750)

Contact: Monique Dugaw | Executive Director | Communications & Public Engagement  
Educational Service District 112 | 360-952-3575 | monique.dugaw@esd112.org