

Contract #	0004077
Title	Communications Collective 2025-2026

Agreement for services dated this 27 day of January, 2026 between:

EDUCATIONAL SERVICE DISTRICT 113
("ESD 113")

6005 Tye Drive SW · Tumwater, WA 98512
AND

Puget Sound Educational Service District 121
("PSESD")

800 Oakesdale Ave SW, Renton, WA 98057


In consideration of the promises and conditions contained herein, ESD 113 and PSESD do mutually agree as follows:

I. PURPOSE

The purpose of this Agreement is to provide:

- i. Collaboration. ESD 113 and PSESD enter this Agreement to launch a Communications Collective that shares communications expertise and capacity. This partnership creates stronger support for school districts across both regions through shared staffing and co-created services. Under this model, each ESD continues to serve as the primary contact for school districts in their own region while the partner ESD provides staff capacity to support service delivery. This collective model expands what each ESD offers while maintaining local relationships.
- ii. Improve Student Learning. The provision of communications services according to this Agreement supports school districts in connecting with their internal and external audiences, which strengthens community engagement and student success.

NOTE: Capitalized terms used in this Agreement have the meanings assigned to them in Exhibit A (Definitions). Exhibit A is incorporated into and made part of this Agreement.

1  Upload 1: PURPOSE

II. RESPONSIBILITIES OF CONTRACTING ESD

When serving as the Contracting ESD, that party shall:

- (a) Primary Contact and Client Relations: Serve as the primary contact for school districts in its region that request communications services and maintain the client relationship throughout project delivery;
- (b) District Contracts: Execute interlocal agreements or contracts directly with school districts in its region for Communications Collective services;
- (c) Rate Setting: Establish rates for district contracts that fully cover direct costs (including salary and benefits) and appropriate indirect costs;
- (d) Financial Management: Collect fees from school districts and manage accounts receivable for district contracts in accordance with the Contracting ESD's standard business practices;
- (e) Request for Support: Determine when to request staff capacity, expertise, or resources from the Supporting ESD based on project needs, staff availability, and service quality considerations;
- (f) Payment to Supporting ESD: Pay the Supporting ESD for staff support within thirty (30) days of receiving a properly submitted invoice, in accordance with the payment provisions of this Agreement;
- (g) Quality Assurance: Manage project delivery and ensure quality standards are met for all Communications Collective services provided to school districts;
- (h) Project Coordination: Coordinate with the Supporting ESD on project planning, timelines, deliverables, and communication with the school district client; and
- (i) Financial Reporting: Provide financial information related to Communications Collective contracts as needed for governance reviews, evaluations, and assessments.

III. RESPONSIBILITIES OF SUPPORTING ESD

When serving as the Supporting ESD under this Agreement, that party shall:

- (a) Provide Staff Capacity: Provide staff capacity, expertise, and resources to support the Contracting ESD's Communications Collective projects when requested and as mutually agreed;
- (b) Collaborative Project Delivery: Work collaboratively with the Contracting ESD's staff on project planning, development, and delivery;
- (c) Quality Standards: Maintain professional quality standards in all work products delivered under this Agreement;
- (d) Time Tracking: Accurately track staff time spent on Communications Collective projects in billable increments as specified in this Agreement;
- (e) Invoicing: Submit monthly invoices to the Contracting ESD for staff support provided, calculated at actual cost (salary, benefits, and proportional departmental expenses), in accordance with the payment provisions of this Agreement; and
- (f) Timely Billing: Submit all invoices in a timely manner, including final invoices for services provided through August of any fiscal year no later than fifteen (15) calendar days after the fiscal year-end to facilitate fiscal year-end processes.

IV. MUTUAL RESPONSIBILITIES

Both parties shall:

The mutual responsibilities of both parties are set forth in Exhibit B (Mutual Responsibilities), which is incorporated into and made part of this Agreement.

V. TERM OF THE AGREEMENT

 Upload 4: MUTUAL RESPONSIBILITIES

The start date of this Agreement is the later of 01/27/2026 or the date that signatures have been obtained from both parties. Agreement shall end on 08/31/2026 .

Contract shall be automatically renewed for 1 year(s) unless either party provides written notice of its election to terminate sixty (60) days prior to the contract end date of the current contract. Contract renewals may be subject to price increases.


VI. PAYMENT PROVISIONS

For satisfactory performance of the work and services as set forth in the above; the receiving party shall pay \$0.00 -- Variable, see Exhibit C (Payment Provisions)
This amount is exclusive of sales tax where applicable.

The party providing services hereunder, shall submit properly computed invoices to the other party at the following schedule.

The Supporting ESD will submit invoices monthly for ongoing projects, or at completion of work. Exhibit D (Annual Pricing Review and Adjustment) is incorporated into and made part of this Agreement.

Late payments shall accrue interest at the maximum rate allowed by law.

 Upload 5: Pay Schedule

AGREEMENT TERMS

CAPTIONS AND HEADINGS

The captions, headings, and section titles in this Agreement are inserted for convenience and reference only and shall not affect the meaning, construction, or interpretation of this Agreement. In the event of any conflict between any caption, heading, or title and the substantive provisions of this Agreement, the substantive provisions shall control.

PROHIBITION AGAINST ASSIGNMENT

Neither this Agreement nor any interest therein may be assigned by either party without first obtaining the consent of the other party.

OWNERSHIP OF WORK PRODUCTS

All materials created by either party in connection with services under this Agreement (the "Results") shall be jointly owned by both ESD 113 and PSED

Each party may use, modify, and reproduce the Results without restriction for its own internal operations and service delivery to school districts. Distribution of Results to external parties (other than school districts served by either party) requires prior written consent from both parties. Any licensing or commercial exploitation of Results requires a separate written agreement between the parties. Upon termination of this Agreement, joint ownership and internal use rights shall continue, and external distribution shall continue to require mutual consent.

COPYRIGHT

Each party shall be responsible for the acquisition of any necessary copyright releases or intellectual property rights for materials used in by such party in its performance of services under this Agreement. This shall not include materials originated under this Agreement to which ownership belongs to the ESD 113. Each party shall defend and indemnify the other from any claims or suits alleging infringement of any intellectual property rights as to all such materials.

WARRANTY

The party providing services hereunder warrants that it shall perform the services in an efficient, expeditious, professional, and skillful manner. All work and services provided hereunder shall meet or exceed general professional standards of party's industry.

CONFIDENTIALITY

In connection with the services or this Agreement, the parties may obtain certain information from the other party that is confidential, including but not limited to student information, employee information, financial information, or other information that is confidential under state or federal law. The parties shall not disclose, use, or publish any such information, except as required to perform the services in accordance with this Agreement or as otherwise authorized by the other party in writing. Each party shall take appropriate steps to protect against any unauthorized disclosure, use, or publication of any such information and shall immediately notify the other party of any such disclosure or suspected disclosure. Either party may require the other party to execute a separate data privacy agreement as a condition of sharing confidential information protected by state or federal law.

INDEPENDENT PARTIES

Each party is an independent entity and not an employee, agent, partner, or joint venturer of the other party. Without limitation of the foregoing, each party shall: (a) not enter into any contract, agreement, or other commitment, or incur any obligation or liability, in the name of or otherwise on behalf of the other party without prior written authorization; (b) not be entitled to any worker's compensation, pension, retirement, insurance, or other benefits afforded to the other party's employees; (c) be solely responsible for all federal income tax and other withholding relating to its own compensation and that of its employees; (d) pay all income, social security, unemployment, and other employer taxes and benefits relating to its own employees; (e) provide all worker's compensation and other insurance relating to its own employees; and (f) perform all reporting, recordkeeping, administrative, and similar functions relating to itself and its employees.

INDEMNIFICATION

Each party shall indemnify, defend and hold the other and its appointed and elected officers, agents and employees, and volunteers, harmless from and against any and all claims damages for any injuries, death or damage to persons or property (including any loss of use resulting therefrom), directly or indirectly arising out of, resulting from, or in connection with the party's negligent or wrongful acts or omissions. The obligation to indemnify, defend, and hold harmless includes any claim by a party's agents, employees, representatives, or any subcontractor or its employees.

The parties expressly waives immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, or other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction otherwise applicable, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the indemnifying party. Along with the other provisions of this Agreement, this waiver was mutually negotiated by the parties.

DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall first attempt to resolve the dispute through good faith negotiations between the program directors identified in the agreement contacts. If the dispute cannot be resolved within thirty (30) days, the matter shall be escalated to the superintendents of both parties for resolution. If the superintendents cannot resolve the dispute within thirty (30) days, either party may pursue any legal remedies available under applicable law. Venue for any legal action shall be in Thurston County, Washington, as specified elsewhere in this Agreement.

TERMINATION

This Agreement may be terminated by either party, with or without reason, upon thirty (30) days' written notification thereof to the other.

In the event of termination a party performing services hereunder shall be entitled to an equitable proration of the total compensation for uncompensated services which have been satisfactorily performed as of termination, and to the reimbursement of approved expenses incurred as of termination, but solely to the extent such expenses are reimbursable pursuant to the provision of the Agreement.

VERBAL AGREEMENTS

This written Agreement constitutes the entire agreement between the parties. No alteration or variation of the terms of this Agreement and no oral understandings or agreements not incorporated herein shall be binding unless such amendments have been mutually agreed to in writing and signed by both parties.

APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Washington. Venue for any legal action shall be proper only in Thurston County, Washington. Each party shall comply with all applicable federal, state, and local statutes, rules, ordinances, and regulations.

NO THIRD-PARTY BENEFICIARIES

There are no third-party beneficiaries to this Agreement, and nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto any rights, remedies, or claims of any nature.

CRIMINAL ACTIVITY

Each party shall ensure that its employees or agents having access to children in the performance of this Agreement have no prior conviction, civil adjudications or disciplinary board final decisions which indicate that it is inappropriate for these individuals to be working with children. Furthermore, persons having unsupervised access to children under this agreement, shall be fingerprinted and checked through the Washington State Patrol (WSP) criminal identification system and such other systems prior to performing services under this agreement.

NONDISCRIMINATION

Each party shall at all times comply with all applicable local, state, and federal non-discrimination laws. No person of any class protected by such laws shall on the grounds of that class be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any activity performed pursuant to this Agreement.

INSURANCE COVERAGE

Each party maintains its own insurance coverage and is not included under the other party's insurance. Accordingly:

It is mutually agreed that each party will maintain the following insurance at all times while providing services or goods to the other party. Insurance shall be placed with insurers authorized to conduct business in the State of Washington and with an A.M. Best Co. rating of not less than A-. If coverage is issued under a Claims Made policy form, then coverage must remain in force or under an Extended Reporting Period of at least three (3) years.

- Commercial General Liability issued on form CG 00 01:
 - \$1,000,000 Per occurrence for bodily injury and property damage.
 - \$1,000,000 Personal injury
 - \$2,000,000 Annual aggregate limit.
 - Each party shall provide an endorsement naming the other party and its directors, officers, employees, and agents as additional insureds
- Abuse and Molestation shall be required if your services are provided direct to students.
 - \$1,000,000 per claim/\$3,000,000 policy aggregate
 - Satisfied via an endorsement on CGL or Separate Policy.
- Professional Liability is required if your services are direct to students and a professional license is required.
 - \$1,000,000 per claim limit with not less than \$3,000,000 policy aggregate.
- Cyber Liability / Data Breach coverage is required if your services include the procurement and housing of personally identifiable information of students or staff.
 - \$1,000,000 Cyber Liability including costs associated with a Data Breach
- Auto Liability is required if services are utilizing a vehicle.
 - Commercial Auto Liability of at \$1,000,000 combined single limit, including hired and non-owned auto.
- A certificate of insurance and additional insured endorsements shall be submitted by all parties prior to commencing work.
- Certificates of Insurance shall be issued by each party to the other party.

SIGNATURE AUTHORITY

Each party's employee(s) or agent(s) signing this document certifies that he/she is the person duly qualified and authorized to bind the party so identified to the foregoing.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY

If federal funds are the basis for this Agreement each party certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency.

SIGNATURES

In witness whereof, ESD 113 and PSESD certify that they have read, understand, and executed this entire agreement, which includes the attached Agreement Terms.

Jennifer Priddy Date 01/29/2026
Jennifer Priddy [01/29/2026 9:44am PST]
ESD 113 Authorized Signer

John Welch Date 01/28/2026
John Welch [01/28/2026 12:55pm PST]
Agency Authorized Signer

I certify that I have downloaded and reviewed all attachments to this Agreement.

Original copy to be signed by both parties and returned to ESD 113 prior to the commencement of services.

ESD 113 PROGRAM MANAGER: Kristen Jaudon	PROGRAM ACCOUNT CODE: 6817
RESPONSIBLE DEPARTMENT: Strategy & Engagement	AGREEMENT VALUE: Under \$100K
PSESD CONTACT NAME: Liz Wuerffel	EMAIL: lwuerffel@psed.org
PSESD AUTHORIZED SIGNER: John Welch	EMAIL: jwelch@psed.org
AGREEMENT PREPARED BY: Kerri Tobin	EMAIL: ktobin@esd113.org

CONTRACT OFFICE APPROVAL In accordance with ESD 113 Signature Authorization and Control Procedure 6210-P.	<u>ESD 113 Contracts</u> Contract Office Approval
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**ESD 113 Interagency Agreement
Educational Service District 113 and Puget Sound
Educational Service District 121**

EXHIBIT A

DEFINITIONS

The following definitions apply to the Interagency Agreement between Educational Service District 113 ("ESD 113") and Puget Sound Educational Service District 121 ("PSESD") dated January 22, 2026. These definitions are incorporated into and made part of the Agreement.

COMMUNICATIONS COLLECTIVE (or COLLECTIVE)

"Communications Collective" or "Collective" means the collaborative partnership established by this Agreement between ESD 113 and PSESD to share communications expertise and capacity for the benefit of school districts in both regions. The Communications Collective is not a separate legal entity.

CONTRACTING ESD

"Contracting ESD" means the ESD that contracts directly with a school district to provide communications services pursuant to this Agreement. School districts contract with their regional ESD (ESD 113 for districts in the ESD 113 service area, and PSESD for districts in the PSESD service area).

EXTERNAL PARTIES

"External parties" means any entity other than ESD 113, PSESD, or school districts served by either ESD, including but not limited to other educational service districts, state agencies, private consultants, and commercial entities.

INTERNAL OPERATIONS

"Internal operations" means use of Results by either party for its own operations, professional development, technical assistance work, and service delivery to school districts, including but not limited to use in proposals, contracts, training materials, and professional presentations.

PARTICIPATING ESDs

"Participating ESDs" means ESD 113 and PSESD, collectively.

RESULTS

"Results" means all reports, documents, memoranda, plans, specifications, designs, notes, drawings, templates, frameworks, and other materials and work products created by either party in connection with providing Communications Collective services under this Agreement, including all intellectual property rights therein.

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SCHOOL DISTRICT (or DISTRICT)

"School district" or "District" means a Washington public school district as defined in RCW 28A.315.025 that is located within the service area of either ESD 113 or PSESD and that contracts with its regional ESD for communications services pursuant to this Agreement.

SUPPORTING ESD

"Supporting ESD" means the ESD that provides staff capacity, expertise, or resources to support the Contracting ESD's service delivery to school districts.

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EXHIBIT B

MUTUAL RESPONSIBILITIES

The following mutual responsibilities apply to both ESD 113 and PSESD throughout the term of the Agreement, regardless of which party is serving as Contracting ESD or Supporting ESD in any particular project:

- (a) Promote the Communications Collective: Promote the Communications Collective within their respective regions to school districts and relevant stakeholders;
- (b) Collaborative Assessment: Work collaboratively to assess when shared staffing arrangements would benefit a Communications Collective project, considering factors such as specialized expertise needs, workload capacity, and staff development opportunities;
- (c) Professional Communication: Maintain professional and timely communication with each other regarding project status, challenges, resource needs, timeline considerations, and any matters affecting the partnership;
- (d) Document Outcomes: Document project outcomes, lessons learned, successes, and challenges to inform continuous improvement and evaluation;
- (e) Governance Participation:
 - a. Designate representatives to serve on the steering committee;
 - b. Participate in steering committee meetings, project reviews, and evaluation processes as outlined in this Agreement;
- (f) Capacity Building: Contribute to capacity-building activities including cross-training on specialized communications skills, collaborative project work that builds staff expertise, knowledge sharing and documentation of best practices, and professional development opportunities for communications staff;
- (g) Financial Transparency: Maintain transparency in all financial matters related to the Communications Collective, including district contract pricing, cost recovery, and payments between parties;
- (h) Good Faith Collaboration: Work in good faith to achieve the goals and value proposition of the Communications Collective;
- (i) Compliance: Comply with all applicable federal, state, and local laws, regulations, and policies in performing obligations under this Agreement;
- (j) Background Checks: Conduct background checks on any employees or agents who may perform work under this Agreement and who may have contact with children in a public school or ESD facility, in accordance with RCW 28A.400.322 and applicable law;
- (k) Confidentiality: Protect the confidentiality of educational records, student information, employee information, and other confidential information in accordance with applicable law and the confidentiality provisions of this Agreement;
- (l) Insurance: Maintain required insurance coverage as specified in this Agreement and provide certificates of insurance as requested;
- (m) Records Access and Recordkeeping: Maintain books, records, documents, data, and other materials related to the performance of obligations under this Agreement and provide access to such materials to the other party upon reasonable request, in accordance with applicable records retention requirements;

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- (n) Problem Resolution: Promptly notify the other party of any issues, concerns, or challenges that may affect project delivery, timelines, or the partnership, and work collaboratively to address such matters; and
- (o) Continuous Improvement: Use data from evaluations, project reviews, and stakeholder feedback to continuously improve Communications Collective services and operations.

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EXHIBIT D

ANNUAL PRICING REVIEW AND ADJUSTMENT

For Communications Collective projects where both parties collaborate (one serving as Contracting ESD and the other as Supporting ESD), the parties shall annually review the financial performance of such projects to ensure district pricing accurately reflects actual costs.

If any collaborative project results in residual revenue (contract revenue exceeding the sum of direct costs, Supporting ESD invoiced costs, and indirect costs), the parties shall:

- (a) Calculate the total residual amount for all collaborative projects during the fiscal year;
- (b) Analyze the causes of the residual (overestimated hours, conservative contingency, higher-than-actual indirect rates, etc.);
- (c) Adjust pricing models and rate structures for future district contracts to ensure more accurate cost recovery without overcharging; and
- (d) Divide any residual amounts equally between the parties, with each party applying such funds toward Communications Collective capacity building, professional development, or other investments that support the goals of the partnership.

The annual pricing review shall be conducted by August 31 for projects completed during the prior fiscal year (September 1 through August 31).

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EXHIBIT C

PAYMENT PROVISIONS

1. HOURLY RATES

When the Supporting ESD provides staff capacity to the Contracting ESD, payment shall be calculated using the following hourly rates:

Position Level	Hourly Rate
Below Director-level range	\$90/hour
Director-level range or above	\$125/hour

These rates include salary, benefits, and overhead costs.

2. POSITION LEVEL DEFINITIONS

(a) "Below Director-level" includes: Communications Specialists, Coordinators, Designers, Writers, and similar professional communications staff who do not hold director-level positions.

(b) "Director-level or above" includes: Communications Directors, Executive Directors, and similar senior leadership positions.

(c) In cases where position level is ambiguous, the Supporting ESD shall designate the appropriate level, subject to reasonable agreement by the Contracting ESD.

3. TIME TRACKING AND BILLING INCREMENTS

Staff time shall be tracked and billed in fifteen (15) minute increments, rounded to the nearest quarter hour.

4. INVOICING REQUIREMENTS

Monthly invoices shall include:

- (a) Supporting ESD name and contact information;
- (b) Contracting ESD name and purchase order or project number (if applicable);
- (c) School district client name;
- (d) Project description;
- (e) Staff member name(s) and position level;
- (f) Dates of service;
- (g) Hours worked per staff member per day or per week;
- (h) Applicable hourly rate (\$90 or \$125);

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- (i) Subtotal per staff member;
- (j) Total amount due;
- (k) Invoice date and invoice number; and
- (l) Payment due date (30 days from invoice date).

5. PAYMENT TERMS

The Contracting ESD shall pay invoices within thirty (30) days of receipt of a properly submitted invoice. Payment shall be made by check or electronic transfer to the address or account specified by the Supporting ESD.

6. DISPUTED INVOICES

If the Contracting ESD disputes any portion of an invoice, the Contracting ESD shall:

- (a) Pay the undisputed portion within the 30-day payment period;
- (b) Notify the Supporting ESD in writing of the disputed amount, specific line items in dispute, and reason for dispute within fifteen (15) days of receiving the invoice; and
- (c) Work collaboratively with the Supporting ESD to resolve the dispute within thirty (30) days of notification.

7. INVOICE SUBMISSION METHOD

Invoices shall be submitted to the Contracting ESD's designated accounts payable contact as identified in the Agreement contacts section. Invoices may be submitted via email, mail, or electronic invoicing system as specified by the Contracting ESD.

8. SUPPORTING DOCUMENTATION

The Contracting ESD may request supporting documentation for invoiced hours, including time sheets or project logs. The Supporting ESD shall provide such documentation within five (5) business days of request.

9. RATE ADJUSTMENTS

The hourly rates specified in Section 1 shall remain in effect for the Initial Term of this Agreement. Any rate adjustments for a Renewal Term shall be mutually agreed upon in writing at least sixty (60) days prior to the start of the Renewal Term.

10. ANNUAL INVOICING MAXIMUM

Total invoicing from one party to the other shall not exceed \$50,000 in any fiscal year without prior written agreement of both parties.