



Non-Federal Contract Request Form

(Cost is **NOT** paid with Federal Dollars's)

ALL CONTRACTS REQUIRE SCHOOL BOARD APPROVAL

Authorized signatures: Superintendent, Executive Director of Business & Finance, Executive Director of Learning & Teaching or the School Board. Please submit this form with your **unsigned** contract to Denise Watson.

Upon review and approval, the contract will be included on the agenda for School Board approval.

Is this contract New? (we do not have a current contract with them), a Renewal? (same contract extending length time) or a Revision? (something added, removed or changed from the original).	New	<input checked="" type="checkbox"/>
	Renewal	<input type="checkbox"/>
	Revision	<input type="checkbox"/>

Cost of Contract - If there is no cost put N/A in the box, **Revenue** - if this is a grant or we are receiving funds, **Budget code** for contracts with a cost or put in N/A if it is revenue or no cost.

Total Cost of Contract: \$180,188.00 **Or Revenue:** _____ **Budget code:** 1300 (CAZES 3)

Contract Scheduled to begin on (specific Date) 12/1/21 Or Date of Execution _____

Contract is scheduled to end on (specific Date): 6/30/22 Or Until Terminated _____

Does this contract renew automatically? (Y or N) N # of Days notice to Terminate _____

If Yes, check corresponding box: **Yearly** **Monthly** **Contract #** _____

Contract Details:

Brief Description

Purpose

If this is a revision, what changed?

The purpose of this agreement is to ~~partner with the Wenatchee School District on a districtwide equity program review.~~ ^{conduct} The equity program review is to determine short- and long-term priorities to achieve the district's equity goals by exploring the extent to which conditions, opportunities, and resources in the following areas are accessible and equitable for all students.

Agency Contact Information (where/who contract needs to be sent for signature)

Agency Name Education Northwest

Attention: _____

Address 1417 NW Everett Street, Suite 310

City, State, Zip Code Portland, Oregon 97209

Email Address _____

Phone Number _____

Do bid laws apply to this contract? (Reference Board Policy 6220 & RCW 28A.335.190) Y or N

Signature: _____ Contract Requested by: _____

Date: _____ Print/Type Name

I have read this contract and recommend it for board approval.

Signature: [Signature] Requestors Administrator: Paul Gordon

Date: 12-14-21 Print/Type Name

District Office

Signature: _____ Reviewed By: _____

Attorney Review Needed: Yes / No Date Completed: / /

This is a contract between WENATCHEE SCHOOL DISTRICT 246, 235 Sunset Avenue, Wenatchee, WA 98801 (hereinafter referred to as CLIENT), and EDUCATION NORTHWEST, 1417 NW Everett Street, Suite 310, Portland, Oregon 97209, for the performance of work set forth below.

1.0 STATEMENT OF PURPOSE:

- 1.1 The purpose of this agreement is to partner with the Wenatchee School District on a districtwide equity program review. The equity program review is to determine short- and long-term priorities to achieve the district's equity goals by exploring the extent to which conditions, opportunities, and resources in the following areas are accessible and equitable for all students.

2.0 EDUCATION NORTHWEST AGREES TO:

- 2.1 Provide the services under the direction of Shannon Davidson. Whenever, for any reason, this individual is unavailable for assignment for the work required under this contract, Education Northwest shall immediately notify CLIENT to that effect and shall replace such person with a person of substantially equal ability and qualifications.
- 2.2 Refer to Exhibit A for project scope of work, timeline, and associated deliverables.

3.0 CLIENT AGREES TO:

- 3.1 Pay Education Northwest the fixed price of \$180,188 to carry out the scope of work specified in 2.0 above.
- 3.2 Designate and make known to Education Northwest one individual to act as contact person and liaison with Education Northwest.
- 3.3 Provide facilities, staff support and written and visual materials that are necessary for Education Northwest to complete the scope of work specified in Exhibit A.

4.0 GENERAL TERMS AND CONDITIONS:

- 4.1 The period of performance of this agreement shall be from December 1, 2021 to June 30, 2022.
- 4.2 This shall be a fixed price agreement in the amount of \$180,188.

Payment shall be made to Education Northwest upon satisfactory progress in the scope of work and invoice by Education Northwest. The payment schedule shall be

Deliverable 1: Revised evaluation scope

On or about January 31, 2022 \$9,347.00

Deliverable 2: Final evaluation plan

On or about February 28, 2022 \$31,272.00

Deliverable 3: Data collection instruments and one-page handout

On or about March 31, 2022 \$23,296.00

<i>Deliverable 4: Progress memo on data collection</i>	
On or about April 30, 2022	\$43,676.00
<i>Deliverable 5: Progress memo on data collection</i>	
On or about May 31, 2022	\$38,779.00
<i>Deliverable 6: Final report outline with preliminary findings</i>	
On or about June 30, 2022	\$16,909.00
<i>Deliverable 7: Final report</i>	
On or about July 31, 2022	\$16,909.00

Payments shall be sent to one of the following:

ACH:	Check:
Education Northwest	Education Northwest
General Checking – US Bank	Unit 34
ABA Routing #: 021052053	P.O. Box 4500
Account #: 13953456	Portland, OR 97208-4500

- 4.3 No alteration or variation of the terms of this contract and no understandings or agreements not incorporated herein, unless made in writing between the parties hereto, shall be binding.
- 4.4 In performing services under this agreement Education Northwest is an independent contractor and nothing herein is to be construed as establishing an employer-employee relationship. Education Northwest agrees that all work will be performed in accordance with the highest professional standards.
- 4.5 All materials produced under the terms of this contract shall become the property of CLIENT. CLIENT hereby grants Education Northwest a nonexclusive license to use these products in carrying out future educational work with other state and local school districts and other entities consistent with Education Northwest's 501(c)3 public benefit status. This license includes the right to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display these products as well as share derivative works with Education Northwest's partners.
- 4.6 In carrying out the work described in 1.0 above, individually identifiable student records may be shared by CLIENT with Education Northwest starting on the effective date of this agreement. Education Northwest agrees to comply with the Family Education Rights and Privacy Act (FERPA) by ensuring that the confidential information obtained in any form will be maintained and transmitted in a secure manner, in compliance with Education Northwest Procedure 303-5, Maintaining Security of Personally Identifiable Student and Family Information. Such data will be used only for the purposes of this agreement as stated in 1.0 above and only by representatives of Education Northwest who need access to fulfill these stated purposes. Education Northwest will not disclose

any information in a personally identifiable way and will appropriately dispose of these records within 90 days of the completion of the contract.

- 4.7 All parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin, or for inquiring about, discussing, or disclosing information about compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. Federal contractors and subcontractors are required to inform employees of their rights under the National Labor Relations Act (NLRA), the primary law governing relations between unions and employers in the private sector. See 29 CFR Part 471 Appendix A to Subpart A.
- 4.8 Each party affirms that it will maintain business insurance during the term of this agreement as may be required by federal, state, or local laws. Education Northwest shall maintain, throughout the term of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall provide a Certificate of Insurance evidencing Commercial General Liability insurance written on an occurrence basis with limits no less than \$2,000,000 combined single limit per occurrence for personal injury, bodily injury, and property damage. If performance of the Services requires the use of an automobile, contractor shall also provide a Certificate of Insurance evidencing Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage. The District shall be named as an additional insured on each required insurance policy and a copy of the endorsement naming the District as additional insured shall be attached to the Certificate of Insurance. The District reserves the right to request certified copies of any required policies. The District shall be given thirty (30) days prior written notice of any cancellation, suspension, or material change in coverage.
- 4.9 Each party shall protect, indemnify, and save the other harmless from and against any damage, cost or liability for any or all injuries to persons or property arising from negligent acts or omissions of itself, its employees, its agents, or its Subcontractors, howsoever caused.
- 4.10 This agreement may be terminated by the mutual, written consent of both parties. Upon termination, Education Northwest shall stop work. Education Northwest shall be reimbursed for costs incurred to date of termination upon submission of an invoice within sixty (60) days of the date of termination.

APPROVED:

WENATCHEE SCHOOL DISTRICT NO. 246

EDUCATION NORTHWEST

_____	Patty Wood
Authorized signers name	Authorized signers name
_____	_____
Signature	Signature
Title: _____	Title: Chief Executive Officer
Date: _____	Date: _____

CLIENT BILLING INFORMATION:

Please provide the following information to which Education Northwest should send all invoices. Include all specific names or departments.

Bill to: _____

Attention: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Email Address: _____