

**WASHINGTON STATE SCHOOL DIRECTORS' ASSOCIATION
OLYMPIA, WASHINGTON**

**REQUEST FOR PROPOSALS
RFP 2026-005**

PROJECT TITLE: WSSDA STRATEGIC PLAN FACILITATION

PROPOSAL DUE DATE: March 25, 2026 by 10:00 AM PDT

EXPECTED TIME PERIOD FOR CONTRACT: 04/20/2026 through 4/30/2027

PROPOSER ELIGIBILITY: This procurement is open to those Proposers that satisfy the minimum proposal stated herein and that are available for work in Washington State.

CONTENTS OF THE REQUEST FOR PROPOSALS:

- 1. Introduction**
- 2. General Information for Consultants**
- 3. Proposal Contents**
- 4. Evaluation and Award**
- 5. Exhibits**
 - A. Certifications and Assurances**
 - B. Sample Personal Service Contract**
 - C. General Terms and Conditions**
 - D. Project Scope**

Table of Contents

1 INTRODUCTION3
1.1 BACKGROUND AND PURPOSE3
1.2 OBJECTIVE3
1.3 PROJECT SCOPE3
1.4 PERIOD OF PERFORMANCE4
1.5 DEFINITIONS4
1.6 AMERICANS WITH DISABILITIES ACT (ADA)4

2 GENERAL INFORMATION FOR CONSULTANTS4
2.1 RFP COORDINATOR4
2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES5
2.3 SUBMISSION OF PROPOSALS5
2.4 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE6
2.5 REVISIONS TO THE RFP6
2.6 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION6
2.7 ACCEPTANCE PERIOD7
2.8 RESPONSIVENESS7
2.9 MOST FAVORABLE TERMS7
2.10 SAMPLE CONTRACT7
2.11 COSTS TO PROPOSE7
2.12 NO OBLIGATION TO CONTRACT8
2.13 REJECTION OF PROPOSALS8
2.14 COMMITMENT OF FUNDS8
2.15 REGISTRATION, LICENSING, AND INSURANCE8

3 PROPOSAL CONTENTS8
3.1 LETTER OF PROPOSAL (MANDATORY)8
3.2 TECHNICAL PROPOSAL (MANDATORY & SCORED)9
3.3 IDENTIFICATION OF PROPOSED COSTS (MANDATORY & SCORED)9
3.4 REFERENCES (MANDATORY)10

4 EVALUATION AND CONTRACT AWARD10
4.1 EVALUATION PROCEDURE10
4.2 CLARIFICATION OF PROPOSAL10
4.3 EVALUATION WEIGHTING AND SCORING10
4.4 ORAL PRESENTATION AND INTERVIEWS11
4.5 NOTIFICATION TO PROPOSERS11
4.6 DEBRIEFING OF UNSUCCESSFUL PROPOSERS11
4.7 PROTEST PROCEDURE11

CERTIFICATIONS AND ASSURANCES13

1 INTRODUCTION

1.1 BACKGROUND AND PURPOSE

Founded in 1922, Washington State School Directors' Association (WSSDA) is composed of Washington's 1,477 locally elected school board members. Functioning as a professional association and a state agency established under chapter [28A.345 RCW](#), WSSDA equips school boards with research-based leadership development opportunities, policy and legal resources, and legislative advocacy support. (Learn more about [WSSDA's supports and services](#).)

This work is vital because school boards shape the future of public education—setting the policies, governance structures, and budgets for all 295 school districts serving about 1.1 million students statewide.

1.2 OBJECTIVE

The WSSDA Board of Directors sets the association's direction, prioritization, budget, and operating policies/procedures to enact the voice of our members. The objective of this procurement is to contract with a skilled, experienced consultant to assist the WSSDA Board of Directors in the creation of a strategic plan to guide the association's trajectory for the next five years (2026-2031).

1.3 PROJECT SCOPE

The selected consultant will:

- a. Review with the Board the [vision, mission, equity statement, and goals](#), approved by the Board and adopted by the membership in the 2017 general assembly;
- b. Develop an understanding of the [Action & Accountability Plan](#) that incorporated the 8 goal areas and established the quarterly reporting process from staff to the Board and the connection of the goals with the executive director's performance evaluation;
- c. Understand WSSDA members' beliefs as established in member-adopted [Permanent Positions](#), and desired legislative actions, in the form of [Legislative Positions](#);
- d. Develop an understanding of WSSDA's current body of work, staffing levels, and budgetary capacity;
- e. Seek input from WSSDA members to incorporate their voice into the plan;
- f. Facilitate a process to determine the direction for WSSDA to serve as the parameters by which the board of directors govern the association through a strategic plan including but not limited to the development of appropriate objectives, benchmarks, and/or monitoring tools;
- g. Assist the board in identifying how WSSDA's existing strategic direction can be incorporated into the strategic plan;
- h. Assist in clarifying the roles and responsibilities of the board and the executive director in implementing a long-range plan; and
- i. Develop a work plan that aligns with the availability of the WSSDA Board and staff.

1.4 PERIOD OF PERFORMANCE

The period of performance of any contract(s) resulting from this RFP are tentatively scheduled to begin on or about **April 20, 2026 and to end on April 30, 2027.**

1.5 DEFINITIONS

Definitions for the purposes of this RFP include:

Consultant: Individual, company, or firm submitting a proposal in order to attain a contract with WSSDA.

Contractor: Individual or company whose proposal has been accepted by WSSDA and is awarded a fully executed, written contract.

Proposal: A formal offer submitted in response to this solicitation.

Request for Proposals (RFP): Formal procurement document in which the services needed are identified and individuals, companies, and firms are invited to submit a detailed proposal describing how they will provide the services, their qualifications, and a comprehensive cost proposal.

WSSDA: The Washington State School Directors' Association is the agency of the state of Washington that is issuing this RFP.

School Board Directors: School board directors (also called school board members) are the elected—or occasionally appointed—members of the governing body for each of the state's 295 school districts. School boards set policy, guide budget development, and work with the school district administration and the public to support a healthy, high-quality system of public education.

1.6 Americans with Disabilities Act (ADA)

WSSDA complies with the Americans with Disabilities Act (ADA). Consultants may contact the RFP Coordinator to receive reasonable accommodations to have an equal opportunity to respond to this RFP.

2 GENERAL INFORMATION FOR CONSULTANTS

2.1 RFP COORDINATOR

The RFP Coordinator is the sole point of contact in WSSDA for this procurement. All communication between the Consultant and WSSDA upon receipt of this RFP shall be with the RFP Coordinator, as follows:

Name	Josh Collette, Chief Financial Officer
Mailing Address	P.O. Box 5248, Lacey, WA 98509
Phone Number	360-252-3012
E-Mail Address	j.collette@wssda.org

Any other communication will be considered unofficial and non-binding on WSSDA. Consultants are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator regarding this procurement may result in disqualification of the Consultant.

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	2/25/2026
Question & answer period	From 2/25/2026 To 3/13/2026
Issue addendum to RFP (if applicable)	3/18/2026
Proposals due	3/25/2026
Evaluate proposals	From 3/26/2026 To 3/31/2026
Extend invitation for an interview to finalists	4/2/2026
Conduct oral interviews with finalists via video conference	4/7/2026 to 4/8/2026
Announce “Apparent Successful Contractor(s)” and send notification via e-mail to unsuccessful proposers	4/13/2026
Hold debriefing conferences (if requested)	4/22/2026 – 4/24/2026
Negotiate contract	From 4/13/2026 To 4/17/2026
Begin contract work	4/20/2026

WSSDA reserves the right to revise the above schedule.

2.3 SUBMISSION OF PROPOSALS

Consultants are requested to submit signed proposals to WSSDA electronically. The proposal is to be sent to the RFP Coordinator at the email address noted in Section 2.1. The proposal must be received no later than 10:00 AM, PDT, on March 25, 2026.

All proposals and any accompanying documentation become the property of WSSDA and will not be returned.

2.4 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Proposals submitted in response to this competitive procurement shall become the property of WSSDA. All proposals received shall remain confidential until the Executive Director of WSSDA, or Designee and the apparent successful Contractor sign a contract, if any, resulting from this RFP. Thereafter, the proposals shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW).

The Consultant must clearly designate any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your document. The Consultant must clearly identify and cite the particular exemption from disclosure the Consultant is claiming. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right-hand corner of the page. WSSDA will not honor the Consultant's marking the entire proposal exempt from disclosure or as Proprietary Information.

If a public records request is made for the information that the Consultant has marked as "Proprietary Information", WSSDA will notify the Consultant of the request and of the date that the records will be released to the requester unless the Consultant obtains a court order enjoining that disclosure. If the Consultant fails to obtain the court order enjoining disclosure, WSSDA will release the requested information on the date specified. If a Consultant obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, WSSDA shall maintain the confidentiality of the Consultant's information per the court order.

WSSDA will charge for copying and shipping, as outlined in RCW 42.56, but will not charge a fee for inspection of contract files. Inspection of contract files requires twenty-four (24) hours' notice to the RFP Coordinator. All requests for information should be directed to the RFP Coordinator.

2.5 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all who receive the RFP.

WSSDA also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

2.6 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis.

However, no preference will be included in the evaluation of proposals, no minimum level of OMWBE participation shall be required as a condition for receiving an award and proposals will not be rejected or considered non-responsive on that basis.

2.7 ACCEPTANCE PERIOD

Proposals must provide 60 days for acceptance by WSSDA from the due date for receipt of proposals.

2.8 RESPONSIVENESS

The RFP Coordinator will review all proposals to determine compliance with administrative requirements and instructions specified in this RFP. The Consultant is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

WSSDA also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

2.9 MOST FAVORABLE TERMS

WSSDA reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Consultant can propose. WSSDA reserves the right to contact a Consultant for clarification of its proposal.

The Consultant should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some of the Consultant's entire proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to WSSDA.

2.10 SAMPLE CONTRACT

The apparent successful contractor will be expected to enter into a contract, which is substantially the same as the sample contract attached as Exhibit B and the General Terms and Conditions attached as Exhibit C and incorporated by reference in the sample contract. In no event is a Consultant to submit its own standard contract terms and conditions in response to this solicitation. The Consultant may submit exceptions as allowed in the Certifications and Assurances section, Exhibit A to this solicitation. WSSDA will review requested exceptions and accept or reject the same at its sole discretion.

2.11 COSTS TO PROPOSE

WSSDA will not be liable for any costs incurred by the Consultant in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

2.12 NO OBLIGATION TO CONTRACT

This RFP does not obligate the state of Washington or WSSDA to contract for services specified herein.

2.13 REJECTION OF PROPOSALS

WSSDA reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

2.14 COMMITMENT OF FUNDS

Any contracts resulting from this RFP are subject to the availability of funds. The Executive Director of WSSDA or the Executive Director's designee are the only individuals who may legally commit WSSDA to the expenditures of funds. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.15 REGISTRATION, LICENSING, AND INSURANCE

Registration, licensing, and insurance coverage shall be as required by State of Washington Laws, as applicable to the professional services being provided.

3 PROPOSAL CONTENTS

Proposals must be submitted to WSSDA by email. The major sections of the proposal are to be submitted in the order noted below with the same headings. This will help the evaluators of the proposal and should assist the Consultant in preparing a thorough response.

- 1.** Letter of Proposal and signed Certifications and Assurances (Exhibit A to this RFP).
- 2.** Technical Proposal
- 3.** Identification of Proposed Cost
- 4.** References

Items in this section marked "mandatory" must be included as part of the proposal for the proposal to be considered responsive, however, these items are not scored. Items marked "scored" are those that are awarded points as part of the evaluation conducted by the evaluation team.

3.1 LETTER OF PROPOSAL (MANDATORY)

The Letter of Proposal and the attached Certifications and Assurances form (Exhibit A to this RFP) must be signed and dated by a person authorized to legally bind the Proposer to a contractual relationship, e.g., the president or executive director of a corporation, the managing partner of a partnership, or the proprietor of a sole proprietorship. Attach the Certifications and Assurances form to the Letter of Proposal.

- A. State the name of the company, address, phone number, e-mail address, legal status of entity (ownership) and year entity was established as it now substantially exists.
- B. Include summary providing a condensed overview of the contents of the Proposal demonstrating an understanding of the services to be performed.

3.2 TECHNICAL PROPOSAL (MANDATORY & SCORED)

The technical proposal must include:

- **Background & Experience** - Provide background and relevant experience in facilitating and supporting the implementation of strategic planning, highlighting experience working within public education and/or with government entities.
- **Proposed Methodology And Engagement Approach** - Provide a detailed description of the services to be delivered, including the facilitation methods, tools, and processes you will use. Describe what end users, including WSSDA staff and the WSSDA Board, will experience throughout the strategic planning process and how your approach will support meaningful engagement and effective outcomes.
- **Work Plan** – Include all project requirements along with the proposed tasks, services, activities, and deliverables necessary to achieve the objective and scope of the project as defined in Sections 1.2 and 1.3 of this Request for Proposal. The work plan should clearly outline the sequence of activities, responsible parties, and anticipated timelines to demonstrate a comprehensive and feasible approach.
- **Work Samples** – Provide samples of strategic planning work, including at least two finished products and at least one sample demonstrating facilitation with a client.

3.3 IDENTIFICATION OF PROPOSED COSTS (MANDATORY & SCORED)

Identify all costs in U.S. dollars including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The Proposer is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract.

Proposers are required to collect and pay Washington state sales and use taxes, as applicable. Make it clear if such taxes are included in the proposed costs.

The evaluation process is designed to award this procurement not necessarily to the Proposer of least cost, but rather to the Proposer whose proposal best meets the requirements of this RFP. However, Proposers are encouraged to submit proposals that are consistent with state government efforts to conserve state resources.

3.4 REFERENCES (MANDATORY)

Proposals must include three references that demonstrate the proposers ability to successfully perform the work described in this Request for Proposal.

4 EVALUATION AND CONTRACT AWARD

4.1 EVALUATION PROCEDURE

An evaluation team, designated by WSSDA, will evaluate responsive proposals. The evaluation team will determine the ranking of the proposals in strict accordance with the requirements stated in this solicitation and any addenda issued. WSSDA, at its sole discretion, may elect the top-scoring proposals as finalists for an oral presentation and interview. The combined scores will determine the apparent successful contractor.

4.2 CLARIFICATION OF PROPOSAL

The RFP Coordinator may contact the Consultant for clarification of any portion of the Consultant's proposal.

4.3 EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the proposal for evaluation purposes:

RFP Contents	Possible Points	Percentage of Total Points
Letter of Proposal	Unscored	Mandatory
Technical Proposal:		85% of Total
1. Experience	15 points	
2. Approach	25 points	
3. Work Plan	25 Points	
4. Work Samples	20 points	
Identification of Proposed Cost	15 points	15% of Total
References	Unscored	Mandatory
GRAND TOTAL POSSIBLE (for top scoring firms)	100 points	100%

4.4 ORAL PRESENTATION AND INTERVIEWS

Upon completion of the submission screening, if deemed necessary to schedule interviews, WSSDA will contact finalists on April 2, 2026. If selected for an interview, the Consultant will receive instructions on what the process will entail.

4.5 NOTIFICATION TO PROPOSERS

Individuals or firms whose proposals have not been selected for further negotiation or award will be notified by e-mail.

4.6 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon the Consultant's request, WSSDA will provide feedback in writing via email or schedule a debriefing conference with an unsuccessful Proposer. The RFP Coordinator must receive the debriefing request within three (3) business days after the Consultant receives notification of unsuccessful selection.

The debriefing will be limited to a critique of the requesting Consultant's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted by phone or virtually and will be scheduled for a maximum of 20 minutes.

4.7 PROTEST PROCEDURE

Consultants who submitted a response to this RFP and who participated in a debriefing conference may protest their unsuccessful selection as described in these procedures. WSSDA will not consider protests that do not follow these procedures. This protest procedure constitutes the sole administrative remedy available to Consultants under this procurement.

A Consultant who wishes to protest must file the protest within three (3) business days of completing the debriefing conference with the RFP Coordinator. The Consultant may submit a protest by email, but should promptly provide the original document.

All protests must be in writing and signed by the protesting party or an authorized Agent. Protests must identify an issue of fact concerning:

- A matter of bias, discrimination, or conflict of interest on the part of the evaluator
- Errors in computing the score
- Non-compliance with procedures described in the procurement document or WSSDA policy
- The protest must state which of the above grounds the Consultant is contesting and include specific facts and complete statements of the action(s) protested. The protest must also include a description of the relief or corrective action requested.

WSSDA will not reject, without merit, protests that address issues such as: 1) An evaluator's professional judgment on the quality of a proposal, or 2) WSSDA's assessment of its own and/or other agencies' needs or requirements.

Upon receipt of a protest, WSSDA will hold a protest review. WSSDA's Executive Director or delegate who was not involved in the procurement, will consider the record, with all available facts, and issue a decision within five (5) business days of receipt of the protest. If additional time is required, WSSDA will notify the protesting party of the delay.

In the event a protest may affect the interest of another Consultant that submitted a proposal, WSSDA will give such Consultant an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall either:

- Find the protest lacking in merit and uphold WSSDA's action;
- Find only technical or harmless errors in the WSSDA's acquisition process and determine WSSDA to be in substantial compliance and reject the protest;
- Find merit in the protest and provide WSSDA options, which may include:
 - Correcting the errors and re-evaluating all proposals
 - Reissuing the solicitation document and beginning a new process
 - Making other findings and determining other courses of action as appropriate

If WSSDA determines that the protest is without merit, WSSDA will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, WSSDA will take one of the alternatives noted in the preceding paragraph.

RFP EXHIBITS

Exhibit A: Certifications and Assurances

Exhibit B: Sample Personal Service Contract

Exhibit C: General Terms and Conditions

Exhibit D: Project Scope

CERTIFICATIONS AND ASSURANCES

1. I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):
2. I/we declare that all answers and statements made in the proposal are true and correct.
3. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
4. The attached proposal is a firm offer for a period of 60 days following receipt, and WSSDA may accept it without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
5. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
6. I/we understand that WSSDA will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of WSSDA, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
7. Unless otherwise required by law, the prices and/or cost data that have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
8. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
9. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
10. I/we grant WSSDA the right to contact references and others, who may have pertinent information regarding the Proposer's prior experience and ability to perform the services contemplated in this procurement.
11. If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.

Signature of Proposer

Title

Date

CONTRACT NO.: 2026-XXX

**BETWEEN THE
WASHINGTON STATE SCHOOL DIRECTORS' ASSOCIATION
(hereinafter referred to as WSSDA)
AND
{STRATEGIC PLAN FACILITATION CONSULTANT}
(hereinafter referred to as CONTRACTOR)**

PARTIES:

This contract is made and entered into by and between the Washington State School Directors' Association, hereinafter referred to as "WSSDA", and {Strategic Plan Facilitation Consultant}, hereinafter referred to as "CONTRACTOR."

PURPOSE:

The purpose of this contract is for CONTRACTOR to provide assistance to the WSSDA and its Board of Directors in the creation of long-range planning and prioritization that meets the association's vision, mission, equity statement, and goals.

PERIOD OF PERFORMANCE:

The period of performance under this contract will be from **April 20, 2026**, or date of execution, whichever occurs later, through **December 31, 2026**.

STATEMENT OF WORK:

The parties hereby undertake and agree, in consideration of payment of the amount specified herein, to the following:

Duties of CONTRACTOR:

1. CONTRACTOR agrees, upon request of the WSSDA Board of Directors and/or Executive Director to complete the scope of work as documented in **Attachment B**:
 - a. develop an understanding of WSSDA's vision, mission, equity statement, goals, current body of work, staffing levels, and budgetary capacity;

- b. facilitate the work of the WSSDA Board of Directors in the creation of a strategic plan with a prioritization toward the vision, mission, equity statement, and goals, including but not limited to the development of appropriate objectives, benchmarks, and/or monitoring tools;
 - c. assist in clarifying the roles and responsibilities of the board and the executive director in implementing a strategic plan; and
 - a. develop a work plan that aligns with the availability of the WSSDA Board and staff.
2. CONTRACTOR agrees to provide any necessary supplies or equipment necessary to complete the duties outlined in this agreement.
3. CONTRACTOR agrees to pay for any travel costs in contractor's personal vehicle necessitated by this agreement.
4. CONTRACTOR agrees to comply with Chapter 51, RCW in the provision of insurance coverage for persons performing any work under this contract.
5. CONTRACTOR agrees to provide WSSDA with monthly invoices for services rendered.
6. CONTRACTOR agrees that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

Duties of WSSDA:

1. WSSDA agrees to pay CONTRACTOR within ten (10) business days of receiving monthly invoices for services rendered in accordance with the compensation terms outlined herein.

PAYMENT:

In consideration of the services described herein, WSSDA agrees to pay CONTRACTOR for services for a maximum of {insert amount} dollars (\$XXX) in total compensation.

With prior approval, WSSDA agrees to reimburse CONTRACTOR for costs associated with airfare, rental cars, lodging, and meals at state per diem rates and according to WSSDA policies.

CONTRACT MANAGEMENT:

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding this contract.

WSSDA:	CONSULTANT:
Tricia Lubach, Executive Director P.O. Box 5248 Lacey WA 98509 225 College Street NE Olympia, WA 98516 Phone: 360-890-5868 Email: T.Luabch@wssda.org	{Contact Name} {Address} {City}, {State} {Zip Code} Phone: {XXX-XXX-XXXX} Email {Email Address}

TERMS:

It is mutually agreed and understood that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties thereto, and that no oral understanding or contracts not incorporated herein, and no alterations or variations of the terms hereof, unless made in writing between the parties hereto, shall be binding.

IN WITNESS WHEREOF, the AGENCY and CONTRACTOR have executed this contract consisting of three (3) pages.

Tricia Lubach, Executive Director

{Name, Title}

Washington State School Directors' Association

{Firm/Business Name}

Date Signed:

Date Signed:

ATTACHMENT A: GENERAL TERMS AND CONDITIONS

ADVANCE PAYMENTS PROHIBITED:

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by WSSDA.

AMENDMENTS:

This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35:

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ATTORNEYS' FEES:

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.

CONFIDENTIALITY / SAFEGUARDING OF INFORMATION:

The Contractor shall not use or disclose any information concerning WSSDA, or information which may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of WSSDA, or as may be required by law.

CONFLICT OF INTEREST:

Notwithstanding any determination by the Executive Ethics Board or other tribunal, WSSDA may, in its sole discretion, by written notice to the Contractor terminate this contract if it is found after due notice and examination by the Agent that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, WSSDA shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of WSSDA provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Agent makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

CONFORMANCE:

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

ENTIRE AGREEMENT:

This contract represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

FORCE MAJEURE:

If an act of God, war, disaster, fire, strikes, labor disputes, curtailment or disruption of transportation facilities, civil disorder or terrorism make it impossible for the participants to continue the contract or create a significant risk to the participants' health or safety, each Party shall promptly notify the other Party of such force majeure condition and both Parties are relieved of obligations under this contract.

INTELLECTUAL PROPERTY:

All products the Contractor develops for the purposes of WSSDA are the property of WSSDA. Contractor may not copy or disseminate these products, in whole or in part, outside the purpose of this contract without the prior written approval of WSSDA, except as a subscriber to WSSDA resources and in the direct representation of another client.

JURISDICTION:

The parties agree to submit any dispute arising out of or in connection with this contract to the exclusive jurisdiction of Thurston County, Washington.

LICENSING, ACCREDITATION, AND REGISTRATION:

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

NO AGENT RELATIONSHIP CREATED:

It is mutually agreed that the Contractor and his or her employees or agents performing under this contract are not employees of WSSDA. The Contractor will not hold out to be nor claim to be an officer or employee of WSSDA.

NONASSIGNMENT:

Neither party to this contract may assign its interest in the contract to any other person or organization without the written consent of the other party.

NONDISCRIMINATION:

During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

PROJECT REASSIGNMENT:

In the event that the Contractor is unable to fulfill the requirements of this contract, in whole or in part, WSSDA will reassign the project. The Contractor will be compensated only for the work Contractor completed.

RECORDS MAINTENANCE:

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by WSSDA, personnel duly authorized by WSSDA, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

SEVERABILITY:

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

SUBCONTRACTING:

The Contractor shall not enter into any subcontract for the purpose of this contract.

TERMINATION:

It is mutually agreed that either party may terminate this Contract with thirty (30) days prior written notice to the non-terminating party for any reason. Contractor agrees that all documents and materials regarding work performed pursuant to this Contract are the property of WSSDA and agrees to return to WSSDA any and all such materials in their original format upon any notice of termination by either party.

WAIVER:

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by authorized representative of WSSDA.

ATTACHMENT B: PROJECT SCOPE

{The Project Scope attachment will be updated to incorporate the specifics of the proposal of the successful proposal for addressing the following:}

- a. Review with the Board the [vision, mission, equity statement, and goals](#), approved by the Board and adopted by the membership in the 2017 general assembly;
- b. Develop an understanding of the [Action & Accountability Plan](#) that incorporated the 8 goal areas and established the quarterly reporting process from staff to the Board and the connection of the goals with the executive director's performance evaluation;
- c. Understand WSSDA members' beliefs as established in member-adopted [Permanent Positions](#), and desired legislative actions, in the form of [Legislative Positions](#);
- d. Develop an understanding of WSSDA's current body of work, staffing levels, and budgetary capacity;
- e. Seek input from WSSDA members to incorporate their voice into the plan;
- f. Facilitate a process to determine the direction for WSSDA to serve as the parameters by which the board of directors govern the association through a strategic plan including but not limited to the development of appropriate objectives, benchmarks, and/or monitoring tools;
- g. Assist the board in identifying how WSSDA's existing strategic direction can be incorporated into the strategic plan;
- h. Assist in clarifying the roles and responsibilities of the board and the executive director in implementing a long-range plan; and
- i. Develop a work plan that aligns with the availability of the WSSDA Board and staff.