

MEMORANDUM OF AGREEMENT NO. C700800

**KING COUNTY DEPARTMENT OF COMMUNITY AND HUMAN SERVICES
COMMUNITY SERVICES DIVISION, EMPLOYMENT AND EDUCATION RESOURCES
AND
SEATTLE CENTRAL COLLEGE**

September 1, 2019 – August 31, 2020

THIS MEMORANDUM OF AGREEMENT entered into by and between Seattle Central College, hereinafter referred to as SCC, and King County Employment and Education Resources hereinafter referred to as EER, is to authorize collaborative service delivery to out of school youth receiving services at Learning Center Seattle, herein referred to as LCS, and transition to post-secondary options at all campuses of the Seattle College District, herein referred to as SCD.

WHEREAS, EER and SCC have agreed to serve at risk youth who have dropped out of high school or who have low basic skills by assisting them in attaining educational and training goals and in obtaining and retaining a livable wage and training related employment.

NOW THEREFORE, it is agreed to as follows:

I. MUTUAL RESPONSIBILITIES

- A. SCC and EER staff assigned to LCS shall work collaboratively to ensure the delivery of services that meet the goals and requirements outlined by the Washington State Office of Superintendent of Public Instruction (OSPI) for Dropout Reengagement Programs.
- B. SCC and EER shall work together to operate LCS as a learning center that provides SCC ABE/GED and college readiness instruction to youth who have dropped out of high school or with low basic skills. Instruction shall be provided through individualized and group instruction that integrates case management, college navigational support, and employment services.
- C. SCC and EER shall work together on outreach to students, families, and community members to ensure meeting minimum enrollment targets.
- D. SCC and EER shall work together to educate students about post-secondary options beyond GED/ABE coursework, to support them in entering and completing post-secondary certificate and degree programs, and in accessing all campus resources and programs, including but not limited to Advising and Counseling, Financial Aid and other financial assistance programs for targeted students, and Special Services for Students with Disabilities.
- E. SCC and EER shall ensure that the staff identified in this MOA shall work exclusively on the responsibilities outlined in this MOA at the staffing levels specified, unless other assignments are negotiated in writing and this agreement is modified.
- F. SCC and EER staff shall obtain appropriate releases from students authorizing the sharing of student education records and other confidential information in accordance with the Family Educational Rights and Privacy Act and other applicable laws.

- G. SCC and EER staff assigned to LCS will have passed a Washington State Patrol Background check prior to working with students at LCS. SCC shall maintain appropriate documentation to verify the background checks have been completed.

II. SEATTLE CENTRAL COLLEGE RESPONSIBILITIES

- A. SCC shall hire a full-time LCS Program Director as the primary contact for LCS. The Program Director will collaboratively coordinate the multi-agency LCS team as they work together toward serving students and meeting OSPI requirements. The Program Director shall carry out the following responsibilities:
 - 1. Provide onsite supervision and management at LCS to serve all students enrolled in that program and to meet the terms of this contract.
 - 2. Supervise the LCS administrative support position to ensure accurate and timely completion of required data tracking and reporting.
 - 3. In conjunction with SCC's Dean for Basic and Transitional Studies, coordinate the LCS faculty to ensure appropriate instruction and classroom materials are available.
 - 4. Take the lead in working with EER, SEA, and other SCD campuses to ensure that educational and student support services are coordinated and provided in accordance with the contracted performance outcomes with Seattle Public Schools and OSPI.
 - 5. Take the lead in maintaining the partnership between Seattle Public Schools and OSPI.
- B. SCC shall hire a full-time administrative support position to ensure reports required by OSPI as part of this program are completed in an accurate and timely manner. SCC shall also ensure completion of data entry related to college applications, registrations, grades, GED release forms, and student transcripts; preparation of monthly billing, completion of measures of academic progress, and FTE/credit reports; CASAS test tracking, scoring, and submittal; school release documentation for all students from multiple school districts; and data base management and data entry.
- C. SCC shall employ faculty to provide a minimum of 1000 hours of instruction at the primary LCS location at SVI each academic year, as required by OSPI. Faculty will be provided additional stipended time for coordination with Case Managers, Educational Advocates, and Program Director to ensure full integration of student support services with instruction.
- D. SCC will reimburse EER in the amount of \$25,000 for cost of salary and benefits of one full-time Case Manager that is not already covered by King County WIOA funds.
- E. SCC will provide facility space and IT support for LCS operations. This will include classroom space adequate to meet minimum enrollment, individual office space for EER's Case Manager, and office space for SEA's Educational Advocate. IT infrastructure will include basic computer workstations and support for LCS faculty, Case Manager, Educational Advocate, Administrative Support, and Director.

III. KING COUNTY EMPLOYMENT AND EDUCATION RESPONSIBILITIES

- A. EER shall assign the equivalent of one Case Manager at LCS. A staff to student ratio of at least 1:75 will be maintained. The Case Manager shall provide day to day mentoring and support to students, assessment of needs, assistance to youth in identifying their personal barriers to success, coordination of services on and off-campus, facilitated referrals to on-campus and off-campus resources, job readiness and retention training and employment services, internship development, placement and support, job search assistance and coordination with the campus employment services. The Case Manager shall also be responsible for completing all paperwork and database entries related to these activities as required by SCC and EER.

V. FUNDING AND COMPENSATION

- A. LCS funding is based on meeting a minimum enrollment target. EER and SCC shall work together to recruit, enroll, and instruct enough eligible students at LCS to generate SCC funds to be allocated to the LCS Program budget.
- B. Total revenue for the 2019-20 LCS Program budget shall be reinvested into the LCS program to ensure adequate infrastructure for EER, SEA, and SCC staff so that LCS students are served with optimal capacity.
- C. Costs for the 2019-20 are outlined in the Scope of Work.
- D. EER shall submit quarterly invoices to SCC for payment within 30 days of completion of each quarter.
- E. SCC shall submit payment to EER based on the submitted quarterly invoices within 30 days of receipt of the invoice.

VI. REPORTING AND EVALUATION

- A. SCC shall hold primary responsibility for maintaining records and compiling reports and will include data reported by EER's Case Manager.
- B. SCC's Program Director will compile Quarterly Progress Reports for distribution and review by all partners. LCS staff shall meet regularly to review these reports and to use the information to coordinate the highest quality of services possibly at LCS.
- C. Any recommendations or commendations from audit or evaluative reports or visits will be reviewed collaboratively among LCS partners to discuss best practices or alternate solutions.

VII. SPECIAL PROVISIONS

- A. Termination
 - 1. Either party may terminate this Agreement at a date prior to the date specified in this Agreement, by giving thirty days' written notice to the other party. In the event of termination of this Agreement, SCC shall be liable for payment for services rendered prior to the effective date of termination.

2. Termination Due to Change in Funding: If the funds SCC or EER relied upon to establish this Agreement are withdrawn or reduced, or if additional or modified conditions are placed on such funding, the County or SCC may terminate this Agreement by providing at least 30 days written notice to the other. The termination shall be effective on the date specified in the notice of termination.

B. Hold Harmless and Indemnification

Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees or agents. No party to this Agreement shall be responsible for the acts and/or omissions of the entities or individuals not party to this Agreement.

C. Disputes

Nothing in this Agreement shall preclude the parties from working to problem-solve issues that arise regarding this Agreement. Either party can request a meeting to address problems and identify remedies consistent with this Agreement.

D. Amendments

Either party may request changes to this Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this Agreement.

E. Entire Agreement

1. This Agreement sets forth the entire relationship of the parties to the subject matter hereof, and any other agreement, representation, or understanding, verbal or otherwise, dealing in any manner with the subject matter of this Agreement is hereby deemed to be null and void and of no force and effect whatsoever.
2. If any provisions of this Agreement shall be deemed in conflict with any statute or rule of law, such provision shall be deemed modified to be in conformance with said statute or rule of law.

F. Duration

This Agreement shall commence on September 1, 2019, and terminate on August 31, 2020, unless extended or terminated earlier, pursuant to the terms and conditions of this agreement.

IN WITNESS HERETO, Seattle Central College and the King County Employment and Education Resources, Department of Community and Human Services, Community Services Division have executed this agreement as of the dates written below:

KING COUNTY:

DocuSigned by:

Steve Andryszewski

Steve Andryszewski, Chief Financial Officer
King County Department of Community and
Human Services

SEATTLE CENTRAL COLLEGE:

DocuSigned by:

Lisa Gacer

Lisa Gacer CPPB, Senior Buyer

9/16/2019

Date

9/16/2019

Date: