

## INTERAGENCY AGREEMENT

### BETWEEN

**Seattle Community College District VI**

*(State Agency Name)*

### AND

**Seattle Public Schools**

*(State Agency Name)*

This Agreement is made and entered into by and between the *Seattle Community College District VI* referred to as *SCCD VI* located at *1500 Harvard Ave, Seattle, WA 98122* and the *Seattle Public Schools* referred to as *SPS* and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

#### 1. PURPOSE

As Washington State anticipates the adoption of the Common Core high school standards and new high school assessment of college readiness, the SMARTER Balanced Assessment, Seattle Community College District (SCCD VI) will partner with the Seattle Public Schools (SPS) to prepare locally for that transition. Implementation of the Common Core high school standards and the SMARTER Balanced Assessment provides SCCD VI and SPS a unique opportunity to collaboratively develop new instructional and alternative assessment crosswalks, to improve student's success and momentum in their first year of college.

#### 2. STATEMENT OF WORK

The Seattle Public Schools shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of work set forth below:

**May, 2013:** SPS Coordinator provides a Common Core and Smarter Balanced Assessment presentation to math faculty of SCCD VI, to inform faculty of the new Common Core State Standards and current and planned high school assessment of college readiness.

- SPS will work jointly with SCCD VI to develop agenda for event
- SPS will develop presentation and materials to provide math faculty an interactive opportunity to understand the skills addressed in CCSS, and explanation of the role of the Smarter Balanced Assessment in assessing college readiness.
- SCCD math faculty will discuss presentation and make recommendations for goal and structure of fall workshop that includes SPS math teachers and SCCD VI math faculty.

**June, 2013:** SPS Coordinator reviews math faculty recommendations for fall workshop and schedules follow-up meeting with SCCD VI, to jointly plan for fall workshop.

- Identify 40 high school math teachers and other appropriate personnel to attend retreat
- Identify date, time and location for workshop

- Work jointly with SCCD VI to develop agenda for retreat, including identification of and contact with presenters; preparing presentation materials: and planning logistics

**September, 2013:** SPS Coordinator sends workshop invitation to all high school participants, and SCCD VI sends invitation to all college participants.

**Fall, 2013:** SPS Coordinator and SCCD VI conduct Common Core workshop with SPS math teachers and community college math faculty. This workshop will lay the groundwork for developing a work group and determining goals for collaboration including: aligning high school/college math curriculum, developing alternative assessments for college math placement, and/or developing transitional curricula for students who are not college ready

- Co-lead workshop with SCCD VI to establish goals for collaboration and plan for working group meetings to meet those goals

**Fall, 2013:** SPS coordinator will identify a working group of 6 SPS math instructors to work jointly with 6 SCCD math faculty to develop plan for implementing goals determined at fall workshop.

- Coordinate and plan monthly four-hour working group meetings from October, 2013 through June, 2014.
- Identify time and location for monthly working group meetings

**Fall-Spring 2013-2014:** SPS Coordinator will attend monthly working group meetings and will prepare monthly report for SCCD VI on group's progress.

**Summer 2014:** SPS Coordinator prepares final report on working group's recommendations to meet established goals. SPS Coordinator works jointly with SCCD VI to plan fall retreat with original participants (40 SPS math teachers and 24 SCCD math faculty) to present the recommendations to be implemented.

- Identify date, time and location for retreat
- Work jointly with SCCD VI to develop agenda for retreat, including identification of and contact with presenters; preparing presentation materials: and planning logistics

**September, 2014:** SPS Coordinator sends retreat invitation to all high school participants and SCCD VI sends invitation to all college participants

**Fall 2014:** SPS Coordinator and SCCD VI jointly present recommendations to be implemented, including process for implementation and ongoing collaboration plan.

### 3. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on June 15, 2013, and be completed on December 31, 2014 unless terminated sooner as provided in this Agreement, or extended through a properly executed amendment.

### 4. COMPENSATION

Compensation for the work provided in accordance with this Agreement has been established under the terms of chapter 39.34.130 RCW. The parties have estimated that the cost of accomplishing the work herein will not exceed \$55,390.00. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. Compensation for services shall be in accordance with the Budget in **Exhibit "B"** which is attached and incorporated herein.

**5. BILLING PROCEDURES**

The Seattle Public Schools shall submit invoices monthly. Payment for approved goods and/or services will be made by check, warrant or account transfer within 30 days of receipt of the invoice. Upon expiration of the Agreement, invoices shall be paid, if received within 30 days after the expiration date. However, invoices for all work done within a fiscal year must be submitted within 30 days after the end of the fiscal year

**6. BILLING DETAIL**

Each invoice voucher submitted to Agency by the Seattle Public Schools shall include such information as is necessary for the Agency to determine the exact nature of all expenditures. At a minimum, the Seattle Public Schools shall specify the following:

- a. Seattle Community College District VI Agreement Number 502032.
- b. The monthly fixed fee for the SPS Coordinator and total hourly charges for faculty involvement for each month billed.
- c. The total number of hours worked for each employee.
- d. The total invoice charge.

**7. DUPLICATION OF BILLED COSTS**

The SPS shall not bill the Agency for services performed under this contract, and the Agency shall not pay the SCCD VI, if the SPS is entitled to payment or has been or will be paid by any other source, including grants, for that service.

**8. FUNDING CONTINGENCY**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the work in this Agreement, the Agency may:

- a. Terminate this Agreement with Thirty Days (30) days advance notice. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- b. Renegotiate the terms of the Agreement under those new funding limitations and conditions,
- c. After a review of project expenditures and deliverable status, extend the end date of this Agreement and postpone deliverables or portions of deliverables, or
- d. Pursue such other alternative as the parties mutually agree to writing. <sup>1</sup>

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## 9. AMENDMENT

This Agreement 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.

## 10. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising under this Agreement, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

## 11. ASSURANCES

The parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state and local laws, rules, and regulations as they currently exist or as amended.

## 12. CONTRACT MANAGEMENT

The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Manager for Seattle Public Schools is:	The Contract Manager for Seattle Community College District VI is:
<u>Janet Blanford, Director of College Readiness</u> (Contract Manager's Name & Title)	<u>April Jensen, Director, Pathway to Completion</u> (Contract Manager's Name & Title)
<u>Seattle Public Schools</u> (State Agency's Name)	<u>Seattle Community College District VI</u> (State Agency's Name)
<u>2445 Third Ave S, MS32-195</u> (Contract Manager's Address)	<u>1500 Harvard Ave, Seattle, WA 98122</u> (Contract Manager's Address)
<u>Seattle, WA 98134</u> (Contract Manager's Address)	Phone: (206) 934-4118
Phone: (206) 252-0184	FAX: (206) 934-3894
FAX: ( ) N/A	E-Mail: <u>april.jensen@seattlecolleges.edu</u>
E-Mail: <u>jblanford@seattleschools.org</u>	

## 13. DISPUTES

In the event that a dispute arises under this Agreement, either of the parties may request intervention by the Governor, as provided by chapter 43.17.330 RCW, in which event the Governor's process will control.

The cost of resolution will be borne as allocated by the Dispute Board or the Governor.

**14. GOVERNING LAW AND VENUE**

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Thurston County.

**15. INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

**16. MAINTENANCE OF RECORDS**

- a. The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.
- b. 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.
- c. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available any confidential information to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties. However, the parties acknowledge that State Agencies are subject to chapter 42.56 RCW, the Public Records Act.

**17. ORDER OF PRECEDENCE**

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes, and local laws, rules and regulations;
- b. Statement of Work;
- c. Exhibits and Appendices – list separately; and
- d. Any other provisions of the agreement, including materials incorporated by reference.

**18. RESPONSIBILITIES OF THE PARTIES**

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the

other party for the consequences of any claim, act, or omission of any person, agency, firm, or corporation not a part to this Agreement.

**19. SEVERABILITY**

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

**20. SITE SECURITY**

While on Agency premises, the Seattle Public Schools, its agents, employees, or Subcontractors shall comply with the Agency security policies and regulations.

**21. SUBCONTRACTING**

- a. "Subcontractor" means one not in the employment of a party to this Agreement, who is performing all or part of those services under this Agreement under a separate contract with a party to this Agreement. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
- b. Except as otherwise provided in the Agreement, the (State Agency Abbreviation) shall not subcontract any of the contracted services without the prior approval of the Agency. The (State Agency Abbreviation) is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Agreement are included in any and all Subcontracts. Any failure of (State Agency Abbreviation) or its Subcontractors to perform the obligations of this Agreement shall not discharge (State Agency Abbreviation) from its obligations under this Agreement.

**22. TERMINATION FOR CAUSE**

If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

**23. TERMINATION FOR CONVENIENCE**

Either party may terminate this Agreement upon 30 calendar days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**24. WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement. 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 Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

**25. ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington  
**Seattle Public Schools**

Duggan Harman 6-6-13  
(Signature) (Date)

DUGGAN HARMAN  
(Print Name)

ASSIST. SUPERINTENDENT  
(Title) BUSINESS & FINANCE

State of Washington  
**Seattle Community College District VI**

Lisa Gacer 6/13/13  
(Signature) (Date)

LISA Gacer  
(Print Name)

Senior Buyer  
(Title)

Attachment B  
BUDGET

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The parties have estimated that the cost of accomplishing the work herein will not exceed \$55,390.00.

MONTHLY FEE

SPS Coordinator: \$1,718.28 not to exceed \$30,070

Monthly fee includes amounts to cover any and all charges including but not limited to salary, benefits and indirect costs. No other charges or costs may be applied to this Agreement.

HOURLY RATES

SPS Faculty to provide engagement and professional development events: \$40.00 per hour not to exceed \$14,400.

SPS Faculty to participate in joint SPS/SCCD working groups to develop math curriculum crosswalks: \$40.00 per hour not to exceed \$10,920.

Hourly rates include an amount to cover any and all charges including but not limited to salary, benefits and indirect costs. No other charges or costs may be applied to this Agreement.