

INTERAGENCY AGREEMENT No. C700723

BETWEEN

Seattle Colleges

(State Agency Name)

AND

Seattle Public Schools

(State Agency Name)

This Agreement is made and entered into by and between Seattle Colleges, referred to as SCD, located at 1500 Harvard Avenue, 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

The purpose of this Agreement is to enable both parties to collaborate on the development of a pre-apprenticeship in the maritime industry. The Seattle Skills Center, a program within Seattle Public Schools, in collaboration with Seattle Central College's Seattle Maritime Academy (SMA), are in the planning stages to develop a Washington State recognized pre-apprenticeship program, which Seattle Central College believes would be the first pre-apprenticeship of its kind in the United States, and one that hopes to: Expand awareness of afloat maritime career pathways, facilitate entry to maritime training & education programs; and instill a passion for a career at sea.

Housed at the SMA after regular college program hours, the pre-apprenticeship will combine traditional and modern seamanship and deckhand skills and knowledge, as well as modern maritime engine maintenance and tool skills using the Core Plus curriculum. Coursework includes hands-on learning in the laboratory from high school instructors who have developed curriculum in collaboration with, and trained by SMA faculty.

To build the pre-apprenticeship program, SPS will develop curriculum and associated materials and hire a .5 FTE administrative assistant/navigator using Workforce Development Grant funds award to Seattle Central College

2. STATEMENT OF WORK

SPS 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:

Task 1: SPS will hire internal faculty or sub-contract, with SCD approval, to develop curriculum and associated materials for the pre-apprenticeship program, including, but not limited to, course framework, course outlines, course syllabus, course schedule, lesson plans, course/simulation exercises, evaluation and assessment plan, critiques, students guides and related handouts and teaching aids.

Deliverables: Provide curriculum to include elements of the Maritime Administration's (M A RA D) Maritime High School Course Outline; CTE standards consistent with the Transportation, Distribution, and Logistics Career Cluster; Aspects of CORE Plus Marine Technology Curriculum. These skills include: introduction to the maritime industry, its

function in U.S. and world history, commerce, basic terminology/nomenclature, and careers; Introduction to Ship and Maritime Terminology; Introduction to Shoreside and Seagoing Careers; Maritime History; Overview of Shipbuilding, Port Operation and Repair Careers; Education Pathways to Maritime Careers; Vessel Familiarization; Marine Engineering; Navigation; Shipboard Operations; Electronic Navigation; Steward Operations; and Vessel Manning.

In addition, elements of the developed coursework will include dual credit with SMA for Math, Science, English, History and Physical education.

Math credit – Introduction to Navigation, Basic Cooking, Electronic Navigation, Basic Cargo and Cargo Handling and Stowage, Introduction to Marine Engineering, Advanced Seamanship, - Steward Operations, Navigation & Seamanship Math, and Shop & Engineering Math

Science credit – Diesel Engines, Boilers, Basic Meteorology, Basic Oceanography, Pollution Prevention, Basic Electricity, Welding Safety

Physical education credit – Occupational Athlete, Crew Endurance, Ergonomics, Flex & Stretching, and Exoskeletal education

History credit – Introduction to Ship and Maritime Terminology, Introduction to Marine Engineering & Shipbuilding Terminology, Maritime History (World and US) and Quality Assurance and its History

English/Language Arts credit – 21st Century Life Skills (Leadership & Responsibility, Media Literacy, Information Literacy, Resume Building, Cover Letter, and Online Application Support

All aforementioned curriculum and associated materials will be completed on or before June 30, 2019.

Task 2: SPS will also hire a .5 FTE administrative assistant/coordinator who will manage and lead the pre-apprenticeship program. This individual will be an SPS employee, who reports directly to the Skills Center Principal, and will be responsible to oversee the daily activities, including (but not limited to): supervising and assisting faculty and students; referring students to appropriate resources; point of contact for Skills Center staff; oversee marketing and recruitment; coordinate training certifications; manage schedules, enrollments and budgets; coordinating events and field trips, keeping appropriate student records; and other tasks assigned by the Skills Center Principal.

Deliverable(s): SPS will hire the .5 FTE administrative assistant/coordinator prior to December 31, 2018.

3. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on August 1, 2018, and be completed on June 30, 2019, 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 \$106,800.00. 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 that will cause the maximum payment to be exceeded. Compensation for services shall be based on the following rates and in accordance with the following terms:

5. SPS will bill SCD at an hourly rate of \$47.28 for curriculum development. 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.
6. SPS will bill SCD for the 5 FTE administrative assistant/coordinator for the amount not greater than \$34,000, including salary, benefits and indirect costs. The total compensation assigned to the position will be competitive and based on similar roles within SPS. Any additional costs associated with the position beyond \$34,000 will be paid for by SPS.

7. BILLING PROCEDURES

SPS shall submit invoices monthly to SCD. 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

8. BILLING DETAIL

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

9. SCD Agreement Number C700723.
10. The hourly rate for each for each month billed
11. The total number of hours for each employee, including dates worked, hours each day worked, a description of the tasks associated with each hour, and signatory approval of hours worked by an SPS supervisor.

12. DUPLICATION OF BILLED COSTS

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

13. 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:

14. Terminate this Agreement with 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.

15. Renegotiate the terms of the Agreement under those new funding limitations and conditions,
16. After a review of project expenditures and deliverable status, extend the end date of this Agreement and postpone deliverables or portions of deliverables, or
17. Pursue such other alternative as the parties mutually agree to writing. ¹

18. 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.

19. 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.

20. 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.

21. 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 Colleges is:
<u>Amy Fleming, Director of Accounting</u> (Contract Manager's Name & Title)	<u>Chris Sullivan, Executive Dean</u> (Contract Manager's Name & Title)
<u>Seattle Public Schools</u> (State Agency's Name)	<u>Seattle Central College, one of the Seattle Colleges</u> (State Agency's Name)
<u>Finance Department, Mail Stop 33-343,</u> (Contract Manager's Address)	<u>1701 Broadway</u> (Contract Manager's Address)
<u>PO Box 34165, Seattle, WA 98124-1165</u> (Contract Manager's Address)	<u>Seattle, WA 98122</u> (Contract Manager's Address)
Phone: (206__) <u>252-0274</u>	Phone: (206) <u>934-5566</u>

E-Mail: ajfleming@seattleschools.org

E-Mail: chris.sullivan@seattlecolleges.edu

22. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. SITE SECURITY

While on Agency premises, the (State Agency Abbreviation), its agents, employees, or Subcontractors shall comply with the Agency security policies and regulations.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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

State of Washington
Seattle Colleges

DocuSigned by:
Amy Fleming 9/27/2018 8:54:03
(Signature) E8294F4... (Date)

DocuSigned by:
Lisa Gacer 10/4/2018 12:23:08 PM PDT
(Signature) 80475... (Date)

Amy Fleming
(Print Name)

Lisa Gacer
(Print Name)

Director, Accounting Services
(Title)

Senior Buyer
(Title)

Attachment B
BUDGET

The parties have estimated that the cost of accomplishing the work herein will not exceed \$106,800.

COST PER DELIVERABLE

35. The amount of funds to be billed for the above mentioned development of curriculum and materials will not exceed \$72,800 (\$53,000 salary, \$19,800 benefits). Seattle Public Schools will bill \$47.28/hr. (including benefits) for curriculum development. Seattle Public Schools may choose to subcontract with the approval of Seattle Central College. Funds will be paid through a Workforce Development Grant awarded by the State Board for Community and Technical Colleges to Seattle Central College
36. SPS will also hire a .5 FTE administrative assistant/coordinator who will manage and lead the pre-apprenticeship program. This individual will be an SPS employee, who reports directly to the Skills Center Principal, and will be responsible to oversee the daily activities, including (but not limited to): supervising and assisting faculty and students; referring students to appropriate resources; point of contact for Skills Center staff; oversee marketing and recruitment; coordinate training certifications; manage schedules, enrollments and budgets; coordinating events and field trips, keeping appropriate student records; and other tasks assigned by the Skills Center Principal. The cost to fund this position will not exceed \$34,000 (\$25,000 salary, \$9,000) benefits
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The parties agree that SCD shall **NOT** be responsible for any additional costs or expenses incurred by SPS in the performance of work described in this Agreement, which include but are not limited to travel, lodging, meals, and other miscellaneous expenses otherwise incurred by the SPS. Compensation for a deliverable shall be up to, but shall not exceed, the budgeted cost for a deliverable regardless of hours worked or other expenses related to a deliverable. Any variance shall be justified to SPS's Contract Manager who shall have discretion to approve/disapprove compensation for such variance.

In the event additional funds become available, any Agreement awarded may be renegotiated to provide for additional services (e.g., model development, implementation, etc.) subject to satisfactory completion of a previous phase.