

## MEMORANDUM OF AGREEMENT

### KING COUNTY DEPARTMENT OF COMMUNITY AND HUMAN SERVICES - CHILDREN, YOUTH AND YOUNG ADULT DIVISION, EMPLOYMENT AND EDUCATION RESOURCES AND SEATTLE CENTRAL COLLEGE

September 1, 2023 – August 31, 2024

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 on-site 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, partners, 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.
- III. 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; placement test tracking; school release documentation for all students from multiple school districts; and data base management and data entry.
- IV. 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 stipend time for coordination with Case Managers and Program Director to ensure full integration of student support services with instruction.
- V. SCC will reimburse EER in the amount of \$75,000 for the cost of salary and benefits of two full-time Case Managers that is not already covered by King County WIOA funds.
- VI. 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 Managers. IT infrastructure will include basic computer workstations and support for LCS faculty, Case Managers, Administrative Support, and Director.

### **III. KING COUNTY EMPLOYMENT AND EDUCATION RESPONSIBILITIES**

- A. EER shall assign the equivalent of two Case Managers at LCS. A staff to student ratio of at least 1:75 will be maintained. The Case Managers 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 post-secondary case manager will be responsible for supporting students to explore, register, enroll and attend post-secondary educational opportunities. The Case Managers shall also be responsible for completing all paperwork and database entries related to these activities as required by SCC and EER.

### **IV. 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 2023-2024 LCS Program budget shall be reinvested into the LCS program to ensure adequate infrastructure for EER and SCC staff so that LCS students are served with optimal capacity.
- C. Costs for the year 2023-2024 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.

### **V. 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.

## **VI. 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, 2023, and terminate on August 31, 2024, 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, Children, Youth and Young Adult Division, have executed this agreement as of the dates written below:

  
Christian Diaz (Aug 28, 2023 11:55 EDT)

Christian Diaz  
Chief Financial Officer  
King County Department of Community and  
Human Services

*Lisa Gacer*

Lisa Gacer (Aug 28, 2023 08:56 PDT)

Lisa Gacer  
Senior Buyer  
Seattle Central College

Aug 28, 2023

Date

Aug 28, 2023

Date

## Scope of Work

September 1, 2023 – August 31, 2024

This Scope of Work defines services and related payments between King County Educational and Employment Resources (EER) and Seattle Central College (SCC) for collaborative work done as part of the Learning Center Seattle (LCS) youth Reengagement program.

EER will:

- A. Provide two full-time Case Managers with a staff to student ratio of at least 1:75. The Case Managers 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 Managers shall also support students to explore, register, enroll and attend post-secondary educational opportunities. The Case Managers shall also be responsible for completing all paperwork and database entries related to these activities as required by SCC and EER.
- B. The Case Managers will provide eligible LCS students access to King County WIOA funds - for student support services not provided by SCC.
- C. The Case Managers will provide access to other King County funds – for student support services not provided for SCC or WIOA funds.
- D. King County is leveraging \$103,420 of WIOA funds to help cover the costs of the salary and benefits for the Case Manager as well as cost of student support funds, and \$87,092 of County EER funds to help over the costs of the salary and benefits for the additional Case Manager as well as cost of support funds.

### EER's costs:

Case Manager salary with Benefits (Two FTEs):	\$225,512
WIOA student support funds:	\$20,000
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EER students support funds:	\$20,000
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TOTAL:	\$265,512

SCC will reimburse EER for expenses according to the following:

- A. SCC will reimburse EER for Case Manager costs not covered by King County WIOA funds of \$103,420 or King County funds of \$87,092. This equals the amount of \$75,000 for 2023-24.
- B. Total reimbursement for 2023-24: \$75,000.

Invoicing:

- A. EER shall submit quarterly invoices to SCC for payment within 30 days of completion of each quarter.
- B. SCC shall submit payment to EER based on the submitted quarterly invoices within 30 days of receipt of the invoice.

# Memorandum of Agreement No. C3107

Final Audit Report

2023-08-28

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