

INTERLOCAL AGREEMENT
BETWEEN
Clover Park Technical College
AND
Pierce County Skills Center

THIS AGREEMENT is made and entered into by and between Clover Park Technical College, hereinafter referred to as "CPTC," and the Pierce County Skills Center, hereinafter referred to as "PCSC," pursuant to the authority granted by Chapter 39.34 RCW.

IT IS THE PURPOSE OF THIS AGREEMENT to provide instruction in Professional and Technical program jointly between CPTC and PCSC.

THEREFORE, inconsideration of the mutual covenants and agreement hereinafter contained, the parties agree that:

STATEMENT OF WORK

CPTC will provide career and technical instruction on behalf of PCSC in the area of Nursing Assistant – Certified (NA-C) for not less than 1 separate, 3-hour block class, which will run through the 2017-2018 school year (178 instructional days, plus 6 additional days for classroom preparation, planning and professional development provided by PCSC).

PERIOD OF PERFORMANCE

This Agreement shall be in full force and effective from August 1, 2017 through July 30, 2018 or the date the contract is signed by both parties, whichever is later..

SERVICES

PCSC agrees that staff provided by CPTC are employees of CPTC and that the PCSC is contracting for professional services. CPTC agrees to assign personnel with the appropriate credentials and certification to teach the course(s). CPTC will provide qualified substitutes(s) holding Washington State CTE Certification for the employee when he/she is absent. In the event CPTC cannot provide a qualified substitute, PCSC shall invoice CPTC for the cost of providing a substitute.

PCSC will work with the CPTC to ensure that the CPTC staff is blended into the PCSC staff to the highest degree possible for the CPTC staff teaching. Participation in staff meetings, school affairs, and extra-curricular activities will be an expectation. It is expected that CPTC staff who are involved in this program will carry out their responsibilities in the program as if they were directly employed by PCSC. CPTC staff will be expected to be punctual and professional, to fulfill all academic responsibilities inherent in the teaching of high school age students, to abide by rules and procedures related to teacher conduct, and to enforce school rules regarding student conduct in an appropriate and professional manner. Information related to rules, procedures, academic requirements, expectations for student conduct, and other matters, which arise in the normal course of instruction, will be addressed in an orientation to be conducted by the PCSC which CPTC's staff will be expected to attend. If, in the opinion of the PCSC director, any of the CPTC staff are not carrying out their responsibilities in an appropriate manner, the PCSC director shall notify CPTC director providing oversight to the NA-C program in writing of his/her concerns. If those concerns are not adequately addressed by the end of the current semester, CPTC shall remove the staff member from the program under this agreement and shall promptly retain the services of a replacement staff member.

PAYMENT

PCSC agrees to compensate for the work provided in accordance with this Agreement established under the terms of RCW 39.34.130. Compensation for services shall include NA-C program director costs not to exceed \$25,000 including travel expenses along with professional instructional services not to exceed \$44,000 per each three-hour block class. If needed, PCSC also agrees to compensate CPTC for additional instructors necessary to meet the 1:10 faculty/student ratio for state clinical and teaching requirements not to exceed \$20,000.

PCSC will reimburse CPTC for professional development activities approved by the PCSC director at the regular instructional rate.

BILLING PROCEDURE

CPTC shall submit invoices to PCSC monthly for all incurred expenses. Payment to CPTC for approved and completed work will be made by PCSC within 30 days of receipt of invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

PCSC Billing Contact:

Jennifer Iyall

16117 Canyon Road East

Puyallup WA 98375

253.683.5977

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the serviced 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 this agreement, and the records will be kept in accordance with DSHS/DOH requirements; and the Office of the State Auditor, federal auditors, and any person duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

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 these materials 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.

RIGHTS IN DATA

Unless otherwise provided, data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by PCSC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

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.

AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be changed, modified, or amended by written agreement executed by both parties.

TERMINATION

Either party may terminate this Agreement upon 30 days prior written notification to the other party. In the event of termination, all students enrolled at the time of termination shall be permitted to complete the current term as if the agreement were still in force. 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.

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 failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

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 review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

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 rules;
- b. Statement of work; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, 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.

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.

unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

HOLD HARMLESS

Each party to this agreement shall be responsible for any and all claims, damages, or other liability, including costs of defense and attorney's fees, arising out of the acts or omissions of its officers, employees and/or agents in the performance of its obligations under this contract. Neither party assumes responsibility for the consequences of any act or omission of any person, firm or corporation not a party to this agreement. Each party agrees to release, indemnify, defend, protect, and hold harmless the other party, its employees, officers, directors, and agents, from and against, and assumes the liability for, any injury, loss or damage to any person, tangible property or facilities of any third person or entity (including reasonable attorney's and costs) to the extent arising out of or resulting from its negligence or willful misconduct.

Insurance coverage for PCSC is provided through Canfield & Associates. Insurance coverage for CPTC is provided through the State of Washington Self-Insurance Program and Tort Claims.

CONTRACT MANAGEMENT

The program 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.

Contract Manager for PCSC
Michelle Ledbetter
253.683.5951

Contract Manager for CPTC
Michelle Hillesland
253.589.5586


ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto, except that, this agreement may be amended in writing by the signatories below or their successors.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Pierce County Skills Center


Clover Park Technical College



Michelle Ledbetter
Director

8/24/17

Date



Larry Clark
Vice President for Finance and Administration

6-29-17

Date