

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, in consideration of the mutual covenants and agreement hereinafter contained, the parties agree that:**

STATEMENT OF WORK

CPTC will provide up to five school quarters of on-site career and technical instruction on behalf of PCSC in the area of Cosmetology Hair Design at a maximum of 30 hours per week following the 2017-18 Academic Calendar of Clover Park Technical College

PERIOD OF PERFORMANCE

This Agreement shall be in full force and effective from July 1, 2017 through June 30, 2018 or the date the contract is signed by both parties, whichever is later. It is understood that the instruction contracted for extends beyond the academic year, and an addendum or additional contract will be prepared.

RESPONSIBILITIES OF CPTC

1. PCSC hereby contracts with CPTC to perform on-site professional services and all duties pursuant to this Agreement. Persons engaged by CPTC to perform services pursuant to this Agreement shall be its employees and not employees of the PCSC. CPTC and its employees are not employees, agents, representatives, or spokespersons of PCSC.
2. CPTC will maintain appropriate and necessary licensing with state agencies in order to provide Cosmetology Hair Design instruction. If CPTC's state certification is terminated for any reason, then this Agreement shall automatically terminate on the same date as the CPTC's state certification terminates.
3. 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. CPTC shall file with PCSC a copy of the valid certificate for all persons providing services pursuant to this Agreement.
4. CPTC and its employees providing services under this Agreement shall comply with all applicable laws and regulations and Bethel School District and PCSC policies and procedures.
5. PCSC, in conjunction with CPTC, will provide the student and his or her parent or guardian a cost estimate sheet based on pro-rated tuition through the student/parent agreement

showing the total cost to complete the Cosmetologist – Hair Design training offered on CPTC's campus, less payment from PCSC. CPTC will not accept any student without first assuring that there is a signed student/parent agreement, and CPTC will not be paid for any student for whom there is not such a signed agreement.

6. Students enrolled in the program shall not perform duties of cosmetology personnel. Any service rendered by students is incidental to the educational purpose of the activity.
7. CPTC will provide the PCSC Director or designee free and unfettered access to the CPTC's premises at which the Cosmetology training occurs during all hours of operation when instructional services are being delivered, or when students enrolled under the provisions of this Agreement are on CPTC's premises.

PCSC and authorized officials of PCSC, especially representatives of the State Auditors Office, shall have full access to and has the right to examine, excerpt, or transcribe any pertinent documents, papers, records, and books of the CPTC involving transactions related to this Agreement.

8. CPTC will comply with all accommodations and modifications required for students with Individualized Education Plans (IEPs) and 504 plans.

#### RESPONSIBILITIES OF PCSC

1. CPTC shall have the right to require any student who is creating a nuisance or interfering with other students' rights to learn or creating a hostile environment, to leave the premises immediately within the guidelines of the Bethel School District Student Rights and Responsibilities Handbook. Should such action be necessary, the CPTC will notify PCSC immediately so that PCSC can take appropriate actions with the student. If such unacceptable student conduct continues, CPTC may request further disciplinary actions be taken in accordance with the Bethel School District Student Rights and Responsibilities Handbook and the policies of the Pierce County Skills Center.

It shall be PCSC's duty and obligation to take disciplinary measures in accordance with the Bethel School District Student Rights and Responsibilities Handbook as well as the Pierce County Skills Center Student Handbook.

2. CPTC will notify the PCSC should any student's proficiency fall below the basic minimum requirements as set forth by the Washington Board of Cosmetology, and it shall be PCSC's responsibility to follow-up with the student to address any proficiency issues.
3. PCSC shall provide CPTC copies of any IEPs and 504 plans of students enrolled in the cosmetology program and provide support as needed to CPTC. The Special Education Liaison or designee will review the accommodations and modifications required of any special education or 504 students to determine the appropriateness of the program prior to enrollment.

#### 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 be paid as follows:

1. Annual instructor consumable/incidental costs of \$2,500.
2. Quarterly tuition for each student enrolled in the Hair Design Program - a minimum of 15 students and a maximum of 20 students
3. Quarterly fees for each student enrolled in the Hair Design Program
4. Curriculum fees for each student enrolled in the program
5. Required textbook and Cosmetology kit for each student enrolled in the program.

#### BILLING PROCEDURE

CPTC shall submit invoices to PCSC quarterly 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

#### TAXES

CPTC is solely responsible for the payment of all payroll taxes (including, but not limited, to FICA, FUTA, federal income tax withholding, workers' compensation, and state unemployment compensation) on behalf of all persons providing services pursuant to this Agreement.

#### INSURANCE

CPTC shall maintain insurance to protect against claims, damages, losses and expenses arising out of, or resulting from, all activities relating to this Agreement. Such insurance coverage shall name PCSC as an insured party and shall be for a minimum of the following amounts:

- A. Bodily Injury Liability - \$1,000,000
- B. General Liability - \$2,000,000

Certificates of Insurance in accordance with this paragraph shall be filed with PCSC prior to the effective date of this Agreement. Such policies shall provide that the PCSC shall receive notification from the insurer prior to any cancellation, expiration, or termination of the policy.

Each party to this Contract 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.

PCSC shall maintain, at all times, professional liability insurance on its students and shall provide copies of the Certificate of Insurance to CPTC prior to the effective date of this Agreement.

#### DISCRIMINATION

CPTC shall comply with all the federal, state, and local non-discrimination laws, ordinances, regulations and policies, which are otherwise applicable to PCSC. PCSC does not discriminate in any

programs or activities on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a dog guide or trained service animal (a service animal is a dog or miniature horse that is individually trained to do work or perform tasks for the benefit of an individual with a disability). Accordingly, no person shall be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to illegal discrimination under any activity performed by CPTC and its agents under this Agreement. Harassment on the basis of any of the foregoing conditions is strictly prohibited. CPTC shall notify PCSC Director or designee immediately of any decision by a local, state or federal agency, court or jury that the CPTC violated a law, regulation or ordinance prohibiting discrimination. In the event of the CPTC's noncompliance or refusal to comply with this nondiscrimination provision, this Agreement may be rescinded, cancelled or terminated in whole or part.

#### 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.

#### BACKGROUND CHECK

CPTC shall require a criminal history records check in accordance with RCW 28A.400.303 or 1996 Washington Laws, Chapter 126 for all employees and volunteers who have contact with students under this Contract. The School shall certify compliance with this condition on or before July 1, 2017. The School shall not employ any person to perform services pursuant to this Contract who has pled guilty to or been convicted of any felony crime(s) against children, as specified in RCW 28A.400.330. Failure to comply with this condition shall be grounds for immediate termination of the Agreement by the Skills Center.

#### CONFIDENTIALITY

CPTC acknowledges that student data, material and information which originates from this Agreement, and the student assessment data, material and information which will come into its possession in connection with performance under this contract, consists of confidential data owned by PCSC or confidential personally identifiable data subject to the federal Family Educational Rights and Privacy Act or other privacy laws, and that disclosure to or use by third parties would be damaging. CPTC, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this contract, to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party.

#### 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

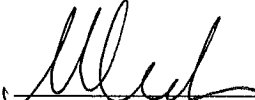
#### ALL WRITINGS CONTAINED HEREIN

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.

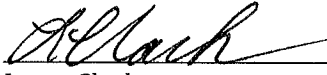
Pierce County Skills Center

Clover Park Technical College

  
Michelle Ledbetter  
Director

5/25/17

Date

  
Larry Clark  
Vice President for Finance and Administration

5.23.17

Date