

AGREEMENT

THIS AGREEMENT made this 10th day of September 2021 by and between EDMONDS SCHOOL DISTRICT NO. 15 ("District" herein) and ROTARY CLUB OF LYNNWOOD, a non-profit corporation ("Rotary" herein).

RECITALS

- A. District is a school district of the first class which provides public school services to students enrolled in District programs.
- B. District's school program includes a Career and Technical Education Carpentry program (WA State Classification of Instructional Programs 460201 Residential Carpentry offered through Mountlake Terrace High School. This Residential Carpentry program uses the National Center for Construction Education & Research (NCCER) Core, Carpentry Level 1, and Construction Technology Curriculum in accordance with the memorandum of understanding between the District and The Construction Industry Training Council of Washington (CITC) included in Exhibit A. The Program features NCCER "Core & Carpentry Level 1" Curriculum for 1st Year Carpentry Students, NCCER "Construction Technology" Curriculum for 2nd Year Advanced Carpentry Students.
- C. Rotary is a not-for-profit organization devoted to civic, educational, and charitable purposes which undertakes projects from time to time which are consistent with the purposes of said organization.
- D. Consistent with the purposes of Rotary's Vocational Avenue of Service and for the further purpose of assisting District in its educational program, Rotary desires to construct Tiny Homes (the "Tiny Homes Project" herein as well as a single family residence Duplex within District boundaries, or out of District boundaries by mutual agreement (the "Residential Home Project" herein), and to utilize students from District's Residential Carpentry program in connection with said projects (the "Projects" herein).
- E. District desires to take advantage of the educational opportunities available through the Projects as an extension and supportive element of the Residential Carpentry classroom by providing to Rotary certain carpentry services which may be performed by students enrolled in its Carpentry and Advanced Carpentry classes as part of the program.
- F. District is committed to the safety and well-being of its students and staff, and establishes protocols and procedures in accordance with guidelines set by county and state agencies to prevent injury and ensure the health, safety and well-being of such individuals.
- G. It is the policy of School District 15 not to discriminate on the basis of sex, ethnic origin or handicap in employment and educational programs and activities as required by state and federal laws. Inquiries regarding compliance with these laws may be directed to Debby Carter, Title IX officer and section 504 Coordinator, 425-431-7012, Educational Services Center, 20420 68th Ave. W., Lynnwood, WA 98036, or to the Office for Civil Rights, Department of Health, Education and Welfare, 360-753-0555.

GENERAL AGREEMENTS

- 1. The Rotary Club of Lynnwood will maintain a House Committee to manage and oversee the Projects. This committee will be comprised of representatives of Rotary and the District.

2. Rotary shall provide a dedicated Project Manager/Chair, (Paul Richards) and Vice ProjectManager/Vice Chair, (Gunnvor Tveidt) to coordinate and oversee all aspects of the Projects.
3. Rotary shall assist in providing mentors for students in the Residential Carpentry class in support of the educational objectives of the program.
4. District, at no cost to Rotary, shall provide:
 - a. Two (2) two-hour classes of Carpentry and Advanced Carpentry students for the 2021-2022 school year. Such students shall be instructed and assessed according to the National Center for Construction Education and Research (NCCER) Core, Carpentry Level 1, and Construction Technology Curriculum as per the district MOU with the Construction Industry Training Council (CITC) of Washington included in Exhibit A. Instruction and assessment of said standards and competencies will occur within the Residential Carpentry classroom, and be applied through the Projects as part of the program. All such students enrolled in the program will be under the direct supervision and control of the District, and Rotary shall have no responsibility thereof.
 - b. An instructor (Tony Wilson), who is an employee of the District, to supervise the educational objectives and work of said students during the entire period of the Projects term within the confines of the instructor's contracted school year and hours.
 - c. An educational assistant (Scott Johnson) to support both classes for the 2021-2022 school year. The educational assistant, who is an employee of the District, will support said instructor in the instruction and supervision of said students during the entire period of the Projects term within the confines of the educational assistant's contracted school year and hours.
 - d. Tools and transportation between District high schools and the building site or classroom site.
 - e. Service, maintenance, and replacement of all tools and equipment owned by the District for the program.
 - f. A Carpentry Program Advisory Committee comprised of volunteer industry professionals to support and guide for the educational objectives to be achieved within the Residential Carpentry program.
5. The Rotary and the District reserves the right to temporarily stop student work on the Projects in the event that state, district and/or local health and safety guidelines recommend or require such action.
6. The Rotary and the District shall make notification to one another of their intent to offer the Carpentry Program and the Projects for the 2022-2023 school year no later than January 31st, 2022 in keeping with the District's calendar for student registration and program promotion.
7. The Rotary and the District shall make final determination and notification of their intent to enter into agreement for the Projects for the 2022-2023 school year no later than April 15th, 2022 in keeping with the District's calendar for staffing, contracts, and program planning for the 2022-2023 school year. If a decision cannot be reached by this date, the District retains the right to move forward with the Residential Carpentry program without the Rotary Projects.

AGREEMENTS FOR TINY HOMES PROJECT

8. District shall construct Tiny Homes at the Residential Carpentry program classroom as part of the Residential Carpentry instructional program. Such construction will occur only at such time when students are permitted to return to the school campus in accordance with District safety and school reopening guidelines and protocols.

9. Plans and specifications for the Tiny Homes Project shall be managed by the Rotary Club of Lynnwood and their House Committee. The Carpentry Program Advisory Committee (see Section 4.f. above) will review and provide comment to the House Committee of the Rotary. Final approval of the plans and changes in the budget for the Tiny Homes Project will be made by Rotary as it has ultimate financial responsibility.

10. The Project Manager and said instructor shall coordinate and work collaboratively on all aspects of the Tiny Homes Project. In the event of disagreement, the said instructor and Project Manager will seek to resolve the matter with the understanding that the final decision regarding all code, materials, and quality construction matters related to the Tiny Homes Project ultimately resides with the Project Manager.

11. The said instructor and educational assistant, without incurring financial liability on the part of the District, and in coordination with the Project Manager, shall order and select for Rotary's account such materials and supplies as are required to complete the Tiny Homes Project in accordance with the plans and specifications.

12. Rotary will determine community sites for the relocation of the constructed Tiny Homes and will coordinate the transportation and relocation of said Tiny Homes from the Residential Carpentry classroom to the community site.

13. Utilizing appropriate funds, District shall assume all financial obligations in connection with the Tiny Homes Project which shall include, but not be limited to, the following:

- a. Purchase all materials necessary to complete the Tiny House Project;
- b. All costs associated with transporting and relocating constructed Tiny Homes from the Residential Carpentry classroom to a community site.

14. In the event that appropriate funds are unavailable or insufficient to support the Tiny Homes Project, Rotary and the District will work collaboratively to identify and procure other acceptable funding sources and/or in-kind donations.

AGREEMENTS – RESIDENTIAL HOME PROJECT

15. Rotary, as owner/general contractor, shall select and purchase the building site upon which the Residential Home Project will be constructed, obtain all necessary permits and licenses, and be fully responsible for compliance with the building codes and ordinances of the municipality in which the Residential Home Project site is located.

16. Plans and specifications for the Residential Home Project shall be managed by the Rotary Club of Lynnwood and their House Committee. The Carpentry Program Advisory Committee (see Section 4.f. above) will review and provide comment to the House Committee of the Rotary. Final approval of the

plans and changes in the budget for the Residential Home Project will be made by Rotary as it has ultimate financial responsibility.

17. The Project Manager and said instructor shall coordinate and work collaboratively on all aspects of the Residential Home Project. In the event of disagreement, the said instructor and Project Manager will seek to resolve the matter with the understanding that the final decision regarding all code, materials, and quality construction matters related to the Residential Home Project ultimately resides with the Project Manager.

18. The Project Manager, in coordination and communication with the Instructor, shall arrange for inspections as required by building codes.

19. The said instructor and educational assistant, without incurring financial liability on the part of the District, and in coordination with the Project Manager, shall order and select for Rotary's account such materials and supplies as are required to complete the Residential Home Project in accordance with the plans and specifications.

20. Rotary shall, at its expense, procure the following for the Residential Home Project:

- a. Builder's Risk insurance on the residence during the course of construction, which policy shall provide insurance protection from the perils of fire, extended coverage and vandalism. The District shall be named as an additional insured on this insurance policy. In the event any loss is payable under said Builder's Risk policy, Rotary shall be entitled to the proceeds thereof and District shall have no interest in said proceeds or any part thereof. In no event shall District be liable to Rotary for any loss or damage to the residence occasioned by any peril set forth in said policy of insurance.
- b. Comprehensive General Liability insurance with combined single limits of not less than \$1,000,000 that is endorsed to cover all activity related to the residence(s). The District shall be named as an additional insured on this insurance policy.

21. Rotary shall assume all financial obligations in connection with the Residential Home Project, and District shall have no proprietary or ownership interest in the project and shall have no financial obligations with respect thereto. Said financial obligations of Rotary shall include, but not be limited to, the following:

- a. Purchase all materials necessary to complete the Residential Home Project;
- b. Enter into subcontracts with such contractors as Rotary determines are necessary to complete the project;
- c. Furnish all labor not provided by District or by the subcontractors.

22. District shall begin its work on the Residential Home Project no earlier than the first day of the school year and complete its work on the project no later than the final day of the school year. Due to the educational nature of the work and use of the project as an extension and support for skills learned in the classroom, it is recognized that a longer period of time may be required to fully complete the project. In the event that the work on the project is not completed by the final day of the school year, the District incurs no financial liability or responsibility for completion of the project. The Rotary has the option to contract with a vendor to employ students. The vendor will maintain employment records for after school and/or summer hours to comply with Worksite Learning credit requirements.

23. District, as managed by the said program instructor and educational assistant, shall commence and supervise work on the Residential Home Project as part of the instructional program in accordance with the following safety guidelines and protocols:

- a. Only Advanced Carpentry students shall work on the project worksite.
- b. All students will be required to wear face masks at all times when working indoors at the worksite.
- c. It is recommended that students wear masks when working outside at the jobsite. If a student is unvaccinated, a mask must be worn when working outside.
- d. All students will wear additional Personal Protective Equipment as required.
- e. The worksite will provide sufficient handwashing stations and sanitization supplies to allow students to wash their hands frequently as needed.
- f. Shared equipment and tools shall be cleaned after student use prior to use by other students.

INDEMNIFICATION

24. District assumes no liability for the work performed by its students, instructor, and assistant instructor on the Projects and Rotary shall indemnify, defend and hold harmless the District and its students and instructors from any and all claims for damages, or other relief whatsoever, and for all costs, including sums for reasonable attorney's fees and expert witness fees, which arise directly or indirectly from any claim with respect to the house or the property made by the purchaser or any third party.

25. Except as provided in Section 24, and to the extent allowed by law (including RCW 4.24.115), the District agrees to protect, indemnify, defend and hold harmless Rotary, its officers, and its members ("RCL") from any and all claims for damages arising out of bodily injury to persons or damage to property and all costs, including sums for reasonable attorney's fees and expert witness fees, caused by or resulting directly or indirectly from the act, conduct, omission, negligence, misconduct or unlawful act (or act contrary to any applicable governmental order or regulation) of the District, its employees and/or students (the "ESD"), AND in such case as the injury or damages is caused by or resulting from the concurrent act, conduct, omission, negligence, misconduct or unlawful act (or act contrary to any applicable governmental order or regulation) of RCL and the ESD, this Section 25 is valid and enforceable only to the extent of the ESD's act, conduct, omission, negligence, misconduct or unlawful act (or act contrary to any applicable governmental order or regulation), AND further in the case the injury or damage is caused by or results from the sole act, conduct, omission, negligence, misconduct or unlawful act (or act contrary to any applicable governmental order or regulation) of RCL, the District shall have no obligation hereunder. The foregoing includes, without limitation, injury or damage to the person or property of RCL, or any third party, whether or not subject to any policy of insurance. The District hereby waives its immunity under industrial insurance, Title 51 RCW, solely with respect to its obligation to make payments to RCL as expressly provided in this Section 25 for injuries to District employees caused by or resulting from the negligence of ESD.

Executed as of the date first above written.

EDMONDS SCHOOL DISTRICT NO. 15

Its School District Superintendent or Designee

ROTARY CLUB OF LYNNWOOD

PAUL RICHARDS 9/9/21

Its 

EXHIBIT A: MOU Between Construction Industry Training Council of Washington and
Edmonds School District



Received
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CITC

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CONSTRUCTION INDUSTRY TRAINING COUNCIL OF WASHINGTON
AND
EDMONDS SCHOOL DISTRICT**

I. PURPOSE:

This Memorandum of Understanding (MOU) provides the linkage between the Construction Industry Training Council of WA (CITC) Apprenticeship Programs and the Edmonds School District Carpentry Program. These organizations are committed to providing training opportunities for future carpenters. The parties to this MOU will work together to provide current and future graduates for the Edmonds School District carpentry program an opportunity to enter the CITC Carpentry Apprenticeship Program.

II. DISTRICT RESPONSIBILITIES:

The District Agrees to:

- A. Use the NCCER Core Curriculum and Carpentry manuals
- B. Assure that carpentry teachers are vocationally certified and have completed the NCCER Instructor Certification Training Program (provided by CITC).
- C. The NCCER certified Instructor shall submit required documentation of completed training to CITC as follows:
 1. NCCER Registration & Release Forms for every carpentry student
 2. NCCER Form 200's
 3. All written and performance tests
- D. Allow CITC staff to audit and evaluate the carpentry program at minimum once yearly

III. CITC RESPONSIBILITIES:

The Construction Industry Training Council Agrees to:

- A. Provide NCCER Instructor Certification training for qualified Instructors and guidance for submitting documentation of student training
- B. Regularly visit carpentry classes to: observe instruction, provide information about CITC and construction careers, provide guidance to applying to the CITC apprenticeship program
- C. Provide preferred consideration to Edmonds School District carpentry students for entry into the CITC apprenticeship program as allowed in the State approved standards.

- D. Students who meet the qualifications as stipulated below will be guaranteed an interview with the Carpentry Apprenticeship Committee and may be granted direct-entry consideration.


Minimum Qualifications for CITC Carpentry Apprenticeship:


Age:	At least 18 years old (documentation required)
Education:	High school graduate or have a GED (official transcript is required)
Physical:	Physically able to perform the work of the trade
Testing:	No testing required for carpentry. Other trades may require an "ability to benefit" assessment


This MOU remains in effect unless cancelled by either party. The agreement shall not conflict with CITC Standards of Apprenticeship, CITC Vocational Licensing or CITC's NCCER Accreditation.

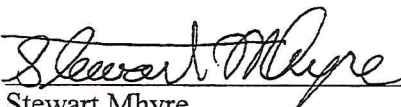
SIGNATURES:


CITC of Washington
Carpentry Committee Chair


CITC of Washington
Apprenticeship Program Manager


Edmonds School District
Carpentry Instructor

 1/24/2017
Edmonds School District
CTE Director


Stewart Mhyre
Executive Director, Business and Operations

Fn:dave:STC: Edmonds Schools MOU Draft 122116