

UW TACOMA | **KeyBank** Professional Development Center

January 5, 2015

MEMORANDUM OF AGREEMENT

between

University of Washington Tacoma
1900 Commerce Street
Tacoma, WA 98402

and

Pierce Transit
PO Box 99070
Lakewood, WA 98499-0070

THIS AGREEMENT, Pursuant to Chapter 39.34 RCW is made and entered into and between University of Washington Tacoma, hereinafter referred to as "UWT," and Pierce Transit hereinafter referred to as "PT" (collectively, the "Parties") This Agreement between UWT and PT specifies services and reimbursements to be provided.

1. **Program Content:** UWT will provide the University of Washington Tacoma Lean Six Sigma Green Belt Certification training hereinafter referred to as "UWT LSS". This course will be tailored to PT's training needs and will cover the following topics for a total number of forty (40) contact hours. Upon successful completion, the participants will be able to:
 - Develop a basic understanding of Lean Six Sigma methodology, principles, and practices.
 - Understand basic Lean Six Sigma tools and techniques.
 - Identify waste activities and understand why they should be eliminated.
 - Increase the participant's ability to drive Lean Six Sigma improvement projects.
 - Understand the roles and approaches for Lean Six Sigma implementation in organizations.
 - Understand how to apply Lean Six Sigma to achieve higher quality and greater speed in organizational processes.
 - Increase the participant's ability to function effectively as a Lean Six Sigma Coach.
 - Apply the Lean Six Sigma methodology to various case studies.
 - Apply practical applications of Lean Six Sigma to real-world problems.
 - Demonstrate how to present and display Lean Six Sigma through a gallery walk.
 - Develop and present a recommendation or initiative that builds a business case by performing an analysis using Lean Six Sigma methods.
 - Redesign service delivery using value stream mapping and lean principles.
 - Negotiate multi-party agreements that are practical, flexible and durable.
 - Engage other PT employees in continuous improvement process.

2. **Noncredit CEU's:** Forty (40) contact hours or 4.0 Continuing Education Units (CEUs) will be awarded upon successful completion of this course. No academic credit will be awarded. Students will receive a Certificate of Completion and an official record (transcript) will be kept on file upon successful completion. Copies of official records (transcripts) or Certificates will be provided for a fee of \$5.00 per copy. To request a copy, send a written request with payment by check, Visa or MasterCard (payable to UW Tacoma, to UWT KeyBank Professional Development Center, 1900 Commerce Street, Campus Box 358443, Tacoma, WA 98402.
3. **Period of Performance:** Subject to its other provisions, the period of performance of this Agreement shall commence on March 27, 2015 (the "Effective Date") and be completed on June 5, 2015, unless terminated sooner as provided herein.
4. **Schedule:** Classes will be delivered at the PT site or another location to be arranged by PT. This course will consist of 40 hours of training to be offered during the day from 8:30 a.m. to 12:30 p.m., Fridays, March 27 – June 5, 2015 (no class meeting on May 22).
5. **Instructors:** The instructor for this course will be Larisa Benson, M.P.A. It is understood and agreed that the University of Washington Tacoma is an independent contractor, and its instructor(s) are not employees of PT. As such, the instructor(s) are not eligible for any Washington State employee benefits at PT's expense, including, but not limited to, pension, medical insurance, life insurance, vacation or sick leave benefits, or worker's compensation. In case of illness or other emergency of the instructor, the classes will be rescheduled, or another instructor will be chosen by mutual agreement.
6. **Participant Selection and Limits:** The course, as proposed, will be limited to a maximum of twenty (22) participants identified and recruited by PT. All participants will be required to complete the registration forms provided by UWT for transcribing and certificate preparation. Pierce Transit may choose to invite and bill outside organizations in their area to attend the class to help reduce their per student cost. Pierce Transit is responsible for paying the course fee to UWT and billing other organizations for any outside participants. By including outside participants, PT understands that classroom discussions and projects may not focus solely on PT processes and concerns.
7. **Training Location and Setup:** Classes will be delivered at the business site in a training room chosen by PT. Pierce Transit will be responsible for any costs associated with use of such facilities, including the use of audio visual equipment. Pierce Transit will be responsible for providing a training room with tables and chairs, a computer with an overhead projector or monitor for PowerPoint presentations, Internet access, a white or chalk board, easels with chart paper, and providing assistance with logistics such as room setup, attendance tracking and access to an onsite copier for incidental copies.
8. **Successful Completion:** Successful completion will be based upon the number of hours of attendance, class participation, individual or team projects, or some combination of these activities to demonstrate successful mastery of the course materials. No more than two absences, with proper notification and valid reason, will be allowed. The training will consist of lectures, project assignments, class handouts, class exercises, and discussion consistent with the professional standards at UWT and business practices. Participants should expect to spend some time outside the scheduled classroom hours working on team projects.
9. **Intellectual Property.** UWT retains ownership or copyrights for course materials provided in the classroom or online by UWT during the course. This contract is not a work for hire therefore, the Parties will not, by performance under this Agreement, obtain any ownership interest in copyright, trademark

rights or any other proprietary rights or information of the other Party, its officers, inventors, employees, students, or agents.

10. **Cost:** The cost to PT, for up to twenty (22) participants, is \$25,000 payable to the University of Washington Tacoma. Pierce Transit may choose to add two additional participants at \$1000 per person. The total consideration of this Agreement shall not exceed \$27,000. There will be no reduction in the total consideration for the withdrawal of individual participants after the course begins. The course fee will cover meetings, course planning and preparation, instructional costs, administration, registration, tuition, completion reports, class rosters, course evaluation, certificates, books, DiSC assessments and classroom materials provided by the instructor. Incidental onsite copies are not included in this fee and are the responsibility of PT.
11. **Payment Terms:** An invoice will be sent to Pierce Transit, Alberto Lara, PO Box 99070, Lakewood, WA 98499-0070, csaffer@piercetransit.org, 253 984-3424 and is payable at the end of the course. Invoices will reference this Agreement, the course title ("2015 Pierce Transit Lean Six Sigma Green Belt Training"), the course code and/or sequence number, the Services Delivered as noted in the payment schedule above, the dates of the classes, and the contract number assigned by PT (if any). Pierce Transit agrees to make payment within 30 days of the receipt of the invoices, either (i) in U.S. dollars by check or money order payable to the "University of Washington Tacoma,"; or (ii) by Visa or MasterCard credit cards. (Please submit payment to: Brian Tetreault, University of Washington Tacoma, KeyBank Professional Development Center; 1900 Commerce St. Campus Box 358443, Tacoma, WA 98402-3100, Telephone: (253) 692-4692; E-mail: tetrea@u.washington.edu).
12. **Commitment:** UWT and PT mutually agree to commit the required resources to the successful completion of this course and not to cancel the course in midstream except only in an extreme unforeseeable circumstance preventing either UWT or PT completing respective obligations outlined in this Agreement. For the best interest of the participants, neither UWT nor PT will consider postponing segments of the course. Either Party has the right to cancel this contract a minimum of 10 working days prior to the start date of the course.
13. **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 fifteen (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. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred prior to the effective date of termination.
14. **Program Evaluation:** At the end of the course, UWT will conduct an exit survey among participants evaluating the course and the instructor, and provide a summary of the evaluations to PT.
15. **Administration:** The UWT Program Manager at KeyBank Professional Development Center who will facilitate the delivery of this certificate course is Kathleen L. Beaumont, UWT Program Manager, KeyBank Professional Development Center, Phone: 253.692.4682, Email: beaumont@uw.edu. The Pierce Transit course administrator will be Chris Saffer, Lean Administrator, Pierce Transit, PO Box 99070, Lakewood, WA 98499-0070, csaffer@piercetransit.org, 253-984-3424.
16. **Access to Proprietary or Confidential Information:** In the course of its duties under this Agreement, UWT and its designated instructors may learn and come in contact with certain information and facilities

which PT may consider proprietary or confidential information. Pierce Transit shall clearly identify to UWT and its designated instructors any such proprietary or confidential information in writing, marked as "proprietary" or "confidential," or, if disclosed orally PT shall reduce any such proprietary or confidential information in writing to UWT within ten (10) days of disclosure. UWT and its designated instructors will not, either during the time they are performing the services under this Agreement, or thereafter, disclose to others, use for their own benefits, copy or make note of any such information identified by PT to UWT as proprietary or confidential knowledge or information (other than that which (i) is public knowledge, (ii) is known by recipient prior to the time of disclosure, (iii) is received by recipient from a third party having a right to do so, (iv) is developed independently by recipient without access to the disclosed information, or (v) is required to be disclosed pursuant to a judicial or governmental order) relating to the business, activities, and facilities of PT or its clients who participate in the course.

17. **Disputes:** Except as otherwise provided in this Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, the parties agree to participate in mediation in good faith in Pierce County, Washington, USA. The mediator shall be chosen by agreement of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties. Nothing in this Agreement shall be construed to limit the parties' choice of a mutually acceptable alternative resolution method such as a disputes hearing, a Dispute Resolution Board, or arbitration.
18. **Assignment:** The work to be provided under this Agreement, and any claim arising there under, 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.
19. **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.
20. **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.
21. **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 rule
 - b. The statement of work as set forth in this Agreement, as amended; and
 - c. Any other provisions of the Agreement, as amended, including materials incorporated by reference.
22. **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.

23. **Signature Blocks:** By their signatures below the parties agree to the foregoing terms and conditions.

University of Washington Tacoma

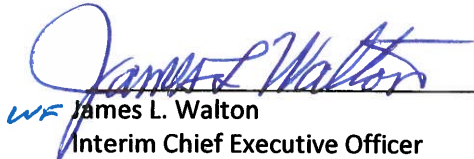


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Date

Pierce Transit


WF James L. Walton

Interim Chief Executive Officer
Pierce Transit
PO Box 99070
Lakewood WA 98499-0070
Telephone: 253 581-8010
Email: jwalton@piercetransit.org


Date