

**INTERAGENCY AGREEMENT
BETWEEN**

Seattle Colleges

AND

University of Massachusetts

This Agreement is made and entered into by and between the University of Massachusetts, referred to as (UofM), located at Dugan Hall 205F, 883 Broadway St., Lowell, MA 01854 and the Seattle Colleges, referred to as (SC) and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

1. PURPOSE

The purpose of this contract to partner with Washington State Labor Education and Research Center, hereinafter referred to as “LERC,” to execute the terms of the contract for the training of Lead Negotiators with Service Employees International Union (SEIU). The LERC is based at South Seattle College, one of the Seattle Colleges. Consultants shall work together with other project partners and with SEIU staff on curriculum development, facilitator training, stakeholder engagement and overall event design and logistics for the training of 150 SEIU staff as Lead Negotiators. This training shall be provided in two five-day Lead Negotiator schools that shall follow the same agenda, one to be provided on the West Coast of the U.S. and the other on the East Coast of the United States.

2. STATEMENT OF WORK

- A. Incorporated by reference, the attached “Consulting Agreement” (Attachment A “LERC SEIU Agreement”) contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between the AGENCY and the CONTRACTOR, and specific obligations of both parties.
- B. UofM shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of work set forth in Exhibit A “Deliverables” attached and incorporated herein.**
- C. UofM may work with LERC to develop and execute ad-hoc training, for an additional fee, as requested.
- D. UofM will cover the costs of its staff travel and lodging for the Facilitator Retreat and the East and West Coast Lead Negotiator Schools.
- E. Additional travel costs incurred by UofM as needed to fulfill the terms of this contract will be reimbursed by LERC as per the contract between LERC and SEIU.
- F. If LERC and UofM agree that additional travel is required beyond the Scope of Work described in above Section B, additional travel costs will be approved and reimbursed by the LERC according to the rates and policies provided for LERC employees.

- G. Seattle Colleges has assigned the LERC Director, Mara Rafferty, to oversee the University of Massachusetts' work and provide support as needed. Specific duties are set forth below:
- a. LERC staff will collaborate with UofM on all aspects of the SEIU project.
 - b. LERC staff, with agreement of the UofM, may change project deadlines.
 - c. LERC staff will be responsible for billing SEIU, paying UofM.

3. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on October 1, 2025, and be completed on September 30, 2026, unless terminated sooner as provided in this Agreement, or extended through a properly executed amendment.

4. COMPENSATION

Compensation for the work provided in accordance with this Agreement has been established under the terms of chapter 39.34.130 RCW.

Payment for deliverables: The parties have estimated that the cost of accomplishing the deliverables described in the above Section 2 "Statement of Work" and Exhibit A "Statement of Work Detail" will not exceed two hundred fifty-two thousand, four hundred eight dollars and seventy-two cents (\$252,408.72). Compensation for these deliverables shall be in accordance with the Budget in Exhibit "B" "Deliverables Budget" which is attached and incorporated herein.

Administrative fee: In addition, UMLEP shall be paid an administrative fee not to exceed fifty percent (50%) of actual unspent funds from the amount allocated in the SEIU-LERC project budget (Attachment B "LERC-LEP Project Budget") for Unforeseen Expenses and Event Expenses, as compensation for administrative services necessary to the project. As the amount allocated in the SEIU-LERC project budget for Unforeseen Expenses and Event Expenses totals \$109,000 the total amount of this administrative fee shall be no greater than \$54,500, and shall depend on the amount of actual unspent funds. This fee shall be deemed earned compensation for administrative services provided under the Agreement between the LERC and UMLEP and shall be payable upon submission of appropriate documentation to the LERC at the conclusion of the project.

Total Compensation: Total compensation payable to UofM for satisfactory execution of the work described above under this contract shall not be more than \$306,908.72.

Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded.

5. BILLING PROCEDURES

UofM shall submit invoices no more often than monthly. Payment for approved goods and/or services will be made by check, warrant or account transfer within 30 days of receipt of the invoice. Upon expiration of the Agreement, invoices shall be paid, if received within 30 days after the expiration date. However, invoices for all work done within a fiscal year must be submitted within 30 days after the end of the fiscal year

6. BILLING DETAIL

Each invoice voucher submitted to Agency by UofM shall include such information as is necessary for the Agency to determine the exact nature of all expenditures. At a minimum,

UofM shall specify the following:

- a. Seattle Colleges Agreement Number C5856.
- b. The fixed cost for each deliverable.
- c. The total amount of taxes. *(If applicable)*
- d. A record that the deliverables have been delivered to and accepted by the LERC.
- e. The total invoice charge.

7. DUPLICATION OF BILLED COSTS

UofM shall not bill the Agency for services performed under this contract, and the Agency shall not pay UofM, if UofM is entitled to payment or has been or will be paid by any other source, including grants, for that service.

8. FUNDING CONTINGENCY

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the work in this Agreement, the Agency may:

- a. Terminate this Agreement with thirty (30) days advance notice. If this Agreement is 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.
- b. Renegotiate the terms of the Agreement under those new funding limitations and conditions,
- c. After a review of project expenditures and deliverable status, extend the end date of this Agreement and postpone deliverables or portions of deliverables, or
- d. Pursue such other alternative as the parties mutually agree to writing.¹

9. AMENDMENT

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

10. ASSIGNMENT

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

11. ASSURANCES

The parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state and local laws, rules, and regulations as they currently exist or as amended.

¹ If the agreement is non-financial, remove clauses 5 – 8.

12. CONTRACT MANAGEMENT

The contract 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.

The Contract Manager for University of Massachusetts is:	The Contract Manager for Seattle Colleges is:
<u>Elizabeth Pellerito (Director of the Labor Education Program at UMass Lowell)</u> (Contract Manager's Name & Title)	<u>Mara Rafferty, Director, WA Labor Education and Research Center (WA-LERC)</u> (Contract Manager's Name & Title)
<u>University of Massachusetts</u> (State Agency's Name)	<u>South Seattle College, Georgetown Campus</u> (State Agency's Name)
<u>Dugan Hall 205F, 833 Broadway St.</u> (Contract Manager's Address)	<u>6737 Corson Ave S.</u> (Contract Manager's Address)
<u>Lowell, MA 01854</u> (Contract Manager's Address)	<u>Seattle, WA 98108</u> (Contract Manager's Address)
Phone: (978) 934-3137	Phone: (206) 457-3081
E-Mail: elizabeth_pellerito@uml.edu	E-Mail: mara.rafferty@seattlecolleges.edu

13. DISPUTES

In the event that a dispute arises under this Agreement, either of the parties may request intervention by the Governor, as provided by chapter 43.17.330 RCW, in which event the Governor's process will control.

The cost of resolution will be borne as allocated by the Dispute Board or the Governor.

14. GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Thurston County.

15. 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.

16. MAINTENANCE OF RECORDS

- a. The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) 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 agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

- b. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- c. 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 any confidential information 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. However, the parties acknowledge that State Agencies are subject to chapter 42.56 RCW, the Public Records Act.

17. ORDER OF PRECEDENCE

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 local laws, rules and regulations;
- b. Statement of Work;
- c. Exhibits and Appendices – list separately; and
- d. Any other provisions of the agreement, including materials incorporated by reference.

18. RESPONSIBILITIES OF THE PARTIES

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act, or omission of any person, agency, firm, or corporation not a part to this Agreement.

19. SEVERABILITY

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

20. SITE SECURITY

While on Agency premises, the (State Agency Abbreviation), its agents, employees, or Subcontractors shall comply with the Agency security policies and regulations.

21. SUBCONTRACTING

- a. "Subcontractor" means one not in the employment of a party to this Agreement, who is performing all or part of those services under this Agreement under a separate contract with a party to this Agreement. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

- b. Except as otherwise provided in the Agreement, UofM shall not subcontract any of the contracted services without the prior approval of the Agency. UofM is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Agreement are included in any and all Subcontracts. Any failure of UofM or its Subcontractors to perform the obligations of this Agreement shall not discharge UofM from its obligations under this Agreement.

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

23. 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. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

24. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

University of Massachusetts

Seattle Colleges



12/01/2025

(Signature)

(Date)

Elizabeth Pellerito

(Print Name)

Director, UMass Lowell Labor Education Program

(Title)



12/01/2025

Lisa Gacer (Dec 1, 2025 11:26:26 PST)

(Signature)

(Date)

Lisa Gacer

(Print Name)

Senior Buyer

(Title)

Exhibit A
STATEMENT OF WORK DETAIL

The University of Massachusetts (UofM) shall prepare and provide a training program for Lead Negotiators with the LERC and Service Employees International Union (SEIU). This work shall include:

- a) Researching, developing and finalizing 4 of 5 Modules of the Lead Negotiator School curriculum, including conducting interviews with regional stakeholders, and developing role plays and scenarios.

Part (a) Deliverables	Due
Deliverable a.1.i. List of Learning Goals and Outcomes for Modules 2, 3, 4, 5. Based on consultations with Subject Matter Experts, deep research into best practices, consultation with client and other consultants".	11/30/25
Deliverable a.1.ii. Expert List and Questions: For Subject Matter Experts Based on consultations with client and experts in the field, snowball methodology research into notable field practitioners, consultation with project team.	11/30/25
Deliverable a.1.iii. Report on: -Project planning sessions -Participation in racial justice grounding sessions -Outreach, recruitment for the brain trust/advisory committee -Participation in other project planning discussions -Subject Matter Expert interviews	11/30/25
Deliverable a.2.i: Report on: -The completed Subject Matter Expert interviews and takeaways	5/30/26
Deliverable a.2.ii: Report overviewing: -Participation and contributions to project planning sessions -Participation and contributions to advisory committee meetings	5/30/26
Deliverable a.3.i: Report overviewing: -Participation and contributions to project planning sessions -Participation and contributions to grounding sessions -Participation and contributions to in brain trust, advisory committee, and other project planning discussions	9/31/26

- b) Development of a template for the modules and facilitation guides, and will be responsible for finalizing the Facilitation Guides and Module Materials for 4 of 5 Modules.

Part (b) Deliverables	Due Date
b.2.i. Finalized template for modules	5/30/26

Based on consultations with project partners, subject matter experts, and curriculum consultations	
b.2.ii. Finalized template for facilitation guides Based on consultations with project partners, subject matter experts, and curriculum consultations	5/30/26
b.2.iii. Draft Module Materials 2, 3, 4, 5 Based on consultations with project partners, subject matter experts, and curriculum consultations, as well as desk research	5/30/26
b.2.iv. Draft Facilitation Guides for Modules 2, 3, 4, 5 Based on consultations with project partners, subject matter experts, and curriculum consultations, as well as desk research	5/30/26
b.3.i. Finalized Module Materials for Modules 2, 3, 4, 5	9/31/26
b.3.ii. Finalized Facilitation Guides for Modules 2, 3, 4, 5	9/31/26

- c) The CONTRACTOR will oversee the development and recruitment of facilitations teams, in consultation with the AGENCY and with SEIU International, as well as design and execute a three-day facilitators' retreat (train-the-trainer).

Part (c) Deliverables	Due Date
c.1.i. Report on: -Work done toward development and recruitment of facilitation teams Done in coordination with all project partners, based on research on the project requirements and field practitioners' experience and qualifications"	11/30/25
c.2.i. Finalized roster of facilitators Done in coordination with all project partners, based on research on the project requirements and field practitioners' experience and qualifications	5/30/26
c.2.ii. Draft Agenda for 3-Day Facilitator Retreat Based on consultation with consultants, as well as outcomes of curricular planning.	5/30/26
c.3.i. Finalized Agenda and Materials for 3-Day Facilitator Retreat	9/31/26
c.3.ii. Report on: -The completed 3-Day Facilitator Retreat	9/31/26

- d) The CONTRACTOR will provide three members of the facilitation team for:
- A 3-day facilitation retreat to prepare SEIU staff to teach at the Lead Negotiator schools;
 - Two 5-day Lead Negotiator schools, one on the West Coast and the other on the East Coast (locations TBD).
 - These trainings will be developed and implemented as a partnership between the CONTRACTOR, AGENCY, SEIU International, and LERC.

Part (d) Deliverables	Due Date
<p>d.1.i. Report on: -Work done toward development and recruitment of facilitation teams</p> <p>Done in coordination with all project partners, based on research on the project requirements and field practitioners' experience and qualifications"</p>	11/30/25
<p>d.3.ii. Report on: -Completed review of evaluations</p>	11/30/25

Attachment B
DELIVERABLES BUDGET

The parties have estimated that the cost of accomplishing the work and deliverables described below (not including the administrative fee described in Section 4 of the Contract will be two hundred fifty-two thousand, four hundred eight dollars and seventy-two cents (\$252,408.72).

The amounts will be associated with deliverables as follows:

Part (a) Deliverables	Due	Amount
Deliverable a.1.i. List of Learning Goals and Outcomes for Modules 2, 3, 4, 5. Based on consultations with Subject Matter Experts, deep research into best practices, consultation with client and other consultants".	11/30/25	\$23,000.00
Deliverable a.1.ii. Expert List and Questions: For Subject Matter Experts Based on consultations with client and experts in the field, snowball methodology research into notable field practitioners, consultation with project team.	11/30/25	\$6,000.00
Deliverable a.1.iii. Report on: -Project planning sessions -Participation in racial justice grounding sessions -Outreach, recruitment for the brain trust/advisory committee -Participation in other project planning discussions -Subject Matter Expert interviews	11/30/25	\$50,000.00
Deliverable a.2.i: Report on: -The completed Subject Matter Expert interviews and takeaways	5/30/26	\$15,000.00
Deliverable a.2.ii: Report overviewing: -Participation and contributions to project planning sessions -Participation and contributions to advisory committee meetings	5/30/26	\$8,000.00
Deliverable a.3.i: Report overviewing: -Participation and contributions to project planning sessions -Participation and contributions to grounding sessions -Participation and contributions to in brain trust, advisory committee, and other project planning discussions	9/31/26	\$8,000.00
b.2.i. Finalized template for modules Based on consultations with project partners, subject matter experts, and curriculum consultations	5/30/26	\$3,000.00
b.2.ii. Finalized template for facilitation guides Based on consultations with project partners, subject matter experts, and curriculum consultations	5/30/26	\$2,000.00
b.2.iii. Draft Module Materials 2, 3, 4, 5	5/30/26	\$24,000.00

Based on consultations with project partners, subject matter experts, and curriculum consultations, as well as desk research		
b.2.iv. Draft Facilitation Guides for Modules 2, 3, 4, 5 Based on consultations with project partners, subject matter experts, and curriculum consultations, as well as desk research	5/30/26	\$24,000.00
b.3.i. Finalized Module Materials for Modules 2, 3, 4, 5	9/31/26	\$15,000.00
b.3.ii. Finalized Facilitation Guides for Modules 2, 3, 4, 5	9/31/26	\$15,000.00
c.1.i. Report on: -Work done toward development and recruitment of facilitation teams Done in coordination with all project partners, based on research on the project requirements and field practitioners' experience and qualifications"	11/30/25	\$5,000.00
c.2.i. Finalized roster of facilitators Done in coordination with all project partners, based on research on the project requirements and field practitioners' experience and qualifications	5/30/26	\$4,000.00
c.2.ii. Draft Agenda for 3-Day Facilitator Retreat Based on consultation with consultants, as well as outcomes of curricular planning.	5/30/26	\$4,000.00
c.3.i. Finalized Agenda and Materials for 3-Day Facilitator Retreat	9/31/26	\$10,000.00
c.3.ii. Report on: -The completed 3-Day Facilitator Retreat	9/31/26	\$11,000.00
d.1.i. Report on: -Work done toward development and recruitment of facilitation teams Done in coordination with all project partners, based on research on the project requirements and field practitioners' experience and qualifications"	11/30/25	\$25,000.00
d.3.ii. Report on: -Completed review of evaluations	11/30/25	\$408.00

The parties agree that Seattle Colleges shall **NOT** be responsible for any additional costs or expenses incurred by the University of Massachusetts in the performance of work described in this Agreement, which include but are not limited to travel, lodging, meals, and other miscellaneous expenses otherwise incurred by the University of Massachusetts. Compensation for a deliverable shall be up to, but shall not exceed, the budgeted cost for a deliverable regardless of hours worked or other expenses related to a deliverable. Any variance shall be justified to Seattle Colleges' Contract Manager who shall have discretion to approve/disapprove compensation for such variance.

In the event additional funds become available, any Agreement awarded may be renegotiated to provide for additional services (e.g., model development, implementation, etc.) subject to satisfactory completion of a previous phase.

October 1, 2025

Washington Labor Education & Research Center
6737 Corson Ave S Building B, Room 106, Seattle, WA 98108

RE: Consulting Agreement

Dear Ms. Rafferty:

SEIU appreciates that you, the Washington Labor Education & Research Center (WA LERC) have particular expertise in training and developing union negotiators. We also acknowledge your expertise in broader labor education. We are delighted to partner with you in developing the next generation of Union Lead Negotiators.

This letter sets forth the terms and conditions of an Agreement for Consulting Services between WA LERC and the Service Employees International Union (“SEIU”) (“Agreement”), located at 1800 Massachusetts Avenue, NW, Washington, DC 20036. When signed by you on behalf of the Consultant and executed by SEIU’s Chief of Staff, this letter will constitute our formal written agreement to the following terms and conditions.

1. **CONSULTING SERVICES.**

a. The Consultant will provide consulting services to the SEIU for the period from October 1, 2025 to September 30, 2026. The Consultant should not start work for SEIU before executing a fully signed agreement. Pursuant to this Agreement, the Consultant shall work with SEIU staff on curriculum development, prepare a facilitation team made up primarily of SEIU staff and members, and lead the coordination and logistics of training 150 staff in two trainings. The deliverables, will be:

1. An engaging **Comprehensive Lead Negotiator Bargaining Training curriculum**, developed in consultation with an Advisory Committee of subject matter experts, that will apply appropriate racial and gender justice lenses throughout in keeping with evidence-based historical and social dynamics, employ best practices in adult learning, and use a popular education model. The following briefly describes the content of the curriculum modules.
 - o Strategic Bargaining: Building Power to Win
 - Planning and implementing a strategic and participatory campaign that includes escalating actions
 - Establishing two-way communication structures
 - Building campaign leadership structures and networks, both within the workplace and with allies
 - Role of the Lead Negotiator vis-a-vis the team (staff and member leaders) that is leading the contract campaign
 - Growing membership throughout a contract campaign
 - Maximizing member engagement throughout bargaining
 - Planning and running engaging ratifications

- Research for leverage
- o Building the Negotiating Team
 - Building power through inclusive team practices
 - Team roles and accountability
 - The importance of representative teams (BU classifications, racial, gender and other forms of equity and inclusion, etc)
 - Team decision-making - options, best practices, strengths and pitfalls
 - Tools, e.g. ground rules, caucus and internal team communications
 - Leading a bargaining team at the table and away from the table
 - Achieving and maintaining focus on strategic priorities
- o Legal Frameworks - A Power-Based Approach
 - An organizing approach to sectoral labor law
 1. Additional resources will be made available for studying sectoral legal strengths and limitations
 - Recent and current political context - building power with an understanding of Janus, undermining of the NLRB, limitations on the rights to strike, etc.
 - The right to strike
 - Classifying, reframing, and challenging mandatory, permission and illegal subjects
 - RFIs and ULPs
 - Use of regulatory structures for leverage
- o Contract language and proposals
 - Gathering information on which to base proposals (e.g. bargaining unit meetings, member surveys); prioritizing
 - Setting bargaining priorities
 - Writing clear proposals
 - Strategic costing of proposals and packages; understanding “ability to pay”
 1. Costing focus will be strategic; resources outside of the Lead Negotiator School will be made available for skilling up on Excel and use of spreadsheets
 - Prioritizing and winning language that builds power
 - Advanced power-building bargaining strategies
 1. Bargaining for the Common Good
 2. Master contracts
 3. Pattern Bargaining
 4. Coalition Bargaining
 5. Aligning contracts and other strategic timing considerations
- o Power and Presence at the Table
 - Stages of Bargaining
 - Open bargaining

- Table Tactics
 - Managing team dynamics at the table
 - Unsticking bargaining: how to get movement at the table
- o Simulations, case studies, and skills-building exercises will be used throughout
 - o Supplementary reading and resources will be available on line
2. **Facilitation Guides** that divide the entire curriculum into modules and include:
- o Timed outline for the module
 - o Descriptions of each activity
 - o List of materials needed
 - o Participant Guides (including any handouts and references to other materials) that accompany the module
 - o The Contractor will provide electronic copies of materials to SEIU, and SEIU will be responsible for adding branding, final formatting, and printing and distributing them to participants
 - o SEIU will be responsible for storing these materials and providing electronic access to participants
3. **Trained facilitation teams** who:
- o have bargaining experience
 - o reflect the diversity of SEIU's membership,
 - o are prepared to deliver the curriculum,
 - o have attended a facilitator's retreat,
 - o come from the core project team, SEIU Locals, IU and the broader labor movement
 - o (Members of facilitation teams employed by SEIU will have their time, travel, and lodging paid by their union)
4. **Two Trainings** that will:
- o Be bicoastal (one on the West Coast, one on the East Coast)
 - o Deliver the curriculum to ~150 total Local Staff
 - o Develop the next generation of SEIU bargainers and prepare them to be lead negotiators
 - o Include managing logistics:
 - Provisioning Training Space
 - Provisioning Food
 - Creating Materials
 - Running and staffing the trainings, including providing support staff and coordinating facilitation teams. (Members of facilitation teams employed by SEIU will have their time, travel, and lodging paid by their Union)
 - Registration forms and processes (IU will be responsible for working with locals to recruit participants and ensure they complete registration forms)
 - o Note: Participants' Local Unions will pay for lodging and transportation expenses

5. Provide Opportunity for **AdHoc trainings**:

- o In addition to the large-scale program outlined above, the Consultant will produce a document outlining procedures and fees for conducting future trainings using these materials with Locals or other divisions of the Union. The document will outline fees and procedures for in-person, online, and hybrid trainings, with logistics (space, food, etc.) managed by either the Locals or the Partners. This will provide a basis for future trainings conducted after the end (or outside the scope) of this contract.

The Consultant will not do any work other than as set forth in this scope of work, unless the parties have agreed to it in writing.

b. With SEIU's approval, other Consultants' staff may assist in providing the services to be performed by Consultant under this Agreement. Except as otherwise approved in advance in writing by SEIU, the Consultants' principal with primary responsibility for all consulting services to be provided pursuant to this Agreement will be Mara Rafferty, Director of WA LERC. Agreements between WA LERC and Consultants will fully incorporate the terms of this contract.

c. Per the accepted proposal, WA LERC will partner with UMLEP, and will be solely responsible for disbursing agreed upon funds to UMLEP.

i. UMLEP will be responsible for the following deliverables:

1. UMLEP will be responsible for researching, developing and finalizing 4 of 5 Modules of the Lead Negotiator School curriculum, including conducting interviews with regional stakeholders, and developing role plays and scenarios.
2. UMLEP will contribute to development of a template for the modules and facilitation guides, and will be responsible for finalizing the Facilitation Guides for 4 of 5 Modules.
3. UMLEP will oversee the development and recruitment of facilitations teams, in consultation with the AGENCY and with SEIU International, as well as design and execute a three-day facilitators' retreat (train-the-trainer).
4. UMLEP will provide three members of the facilitation team for:
 - a. A 3-day facilitation retreat to prepare SEIU staff to teach at the Lead Negotiator schools;
 - b. Two 5-day Lead Negotiator schools, one on the West Coast and the other on the East Coast.
 - c. These trainings will be developed and implemented as a partnership between the the University of Massachusetts Labor Extension Program, SEIU International, and WA LERC.
5. UMLEP may work with WA LERC to develop and execute ad-hoc trainings, for an additional fee, as requested.

ii. Total compensation payable to UMLEP for satisfactory execution of the deliverables listed above under this contract shall not be more than two hundred and fifty two thousand, four hundred and eight dollars, and seventy three cents (\$252,408.73).

iii. UMLEP shall be paid an administrative fee not to exceed fifty percent (50%) of actual unspent funds from the amount allocated for events, travel, and unforeseen expenses, as compensation for administrative services necessary to the project. This fee shall be deemed earned compensation for administrative services provided under the Agreement between the LERC and UMLEP and shall be payable upon submission of appropriate documentation to the LERC at the conclusion of the project.

c. Per the accepted proposal, WA LERC will partner with Laslett Consulting, and will be solely responsible for disbursing agreed upon funds to Laslett Consulting.

i. Laslett Consulting will be responsible for the following deliverables:

1. Laslett Consulting will be responsible for researching, developing and finalizing 1 of 5 modules of the Lead Negotiator curriculum, including conducting interviews with regional stakeholders, and developing role plays and practice scenarios.
2. Laslett Consulting will contribute to development of a template for the modules and facilitation guides, and will be responsible for finalizing the Facilitation Guides for the Module.
3. Laslett Consulting will oversee the development of the agenda and teaching assignments for the five-day Lead Negotiator schools in consultation with the University of Massachusetts Labor Extension Program, SEIU International, and WA LERC.
4. Laslett Consulting will be one member of the facilitation team for:
 - a. A 3-day facilitation retreat to prepare SEIU staff to teach at the Lead Negotiator schools;
 - b. Two 5-day Lead Negotiator schools, one on the West Coast and the other on the East Coast (locations TBD).
 - c. These trainings will be developed and implemented as a partnership between Laslett Consulting, the University of Massachusetts Labor Extension Program, SEIU International, and WA LERC.

ii. Total compensation (excluding travel cost reimbursement) payable to Laslett Consulting for satisfactory execution of the deliverables listed above under this contract shall not be more than eighty-seven thousand, eight hundred and fifteen dollars and eighty seven cents (\$87,815.87).

c. The Consultant agrees that they will use their best efforts during the performance of such consulting services to promote the interests of SEIU and to devote to the business and affairs of SEIU during the term of this Agreement such portion of Consultant's time and energies as is necessary to perform such consulting services.

d. Although SEIU will not direct or control the manner in which Consultant performs the services contemplated by this Agreement, Amanda Paulk, on behalf of SEIU, will provide overall guidance and direction as to the results that the Consultant will be expected to achieve and the tasks the Consultant will be expected to perform, including approval of assignments and final work products.

2. CONSULTING FEE.

a. For the consulting services performed under this Agreement, SEIU agrees to pay the Consultant a flat rate of \$583,350, in 3 equal installments of \$194,450 each, paid at the end of the 1st, 4th, and 7th months of the contract. Prior to the final payment, the Consultant will provide SEIU with an itemized invoice of hours worked and services performed.

b. The Consultant agrees that no part of the compensation or any reimbursement payment received pursuant to this Agreement shall be paid to any employee, Consultant, or other person retained or engaged by SEIU, except as authorized in writing by SEIU.

c. The Consultant shall receive no payment, gift, or anything of value from a vendor or Consultant recommended to SEIU by the Consultant, or from a vendor or any other person who provides goods or services to the Consultant in connection with goods or services the Consultant provides to SEIU. If any such transaction occurs, SEIU is entitled to repayment of the full amount/value from the Consultant.

d. If the Consultant receives, agrees to receive, or is the beneficial recipient of any other payments or items of value in connection with the activities of SEIU other than those payments made by SEIU under this Agreement, the consultant shall notify SEIU in writing within twenty-four (24) hours of the source, amount/value, and purpose of such payments/benefits or of such agreements to pay or receive benefits.

3. REIMBURSEMENT OF EXPENSES AND COSTS. SEIU will reimburse the Consultant for necessary travel and other reasonable expenses incurred by employees or contractors of the Consultant in performing services under the Agreement, provided that such expenses are preauthorized by SEIU before such travel is undertaken. The Consultant shall be responsible for arranging and paying their own travel expenses and seeking reimbursement. The Consultant shall not be permitted to use the SEIU online travel system. Expenses should be itemized with receipts attached to the final itemized invoice; however, please note that SEIU pays a meal per diem and does not collect meal receipts as outlined in Exhibit D, attached. Any travel and accommodations should be at economy rates. SEIU will not reimburse for alcohol purchases. The Consultant agrees that any expenses incurred will comply with SEIU's Travel and Expense policy, attached as Exhibit D to this Agreement.

4. DISPUTE RESOLUTION AND TERMINATION OF AGREEMENT. In the case of a dispute where SEIU believes there has been a material breach of contract, SEIU will notify the Consultant in writing, and the Consultant will have a 30-day period to rectify the concerns. The Agreement may end by expiration. If this Agreement has not expired, this Agreement may be

terminated by either party for any reason upon 30 days' written notice to the other party. If SEIU elects to terminate this Agreement and such termination is "for cause" (i.e., because the the Consultant failed to perform one or more of their obligations under this Agreement or otherwise failed to abide by its terms), the Consultant shall be entitled to no further compensation or any other payments beyond those it received prior to its receipt of the notice of termination, and it shall cease to render further services to SEIU immediately. If SEIU elects to terminate this Agreement for reasons other than Consultant's failure to perform one or more of its obligations under this Agreement or otherwise abide by its terms, the the Consultant shall be entitled to payment for all work performed up until the effective date of the termination of this Agreement. If SEIU has paid the Consultant, in advance, for all or a portion of the Consultant' services (e.g., through a flat-fee arrangement) and either party elects to terminate this Agreement, the Consultant shall be required to promptly refund to SEIU the unearned portion of compensation. In the event that Consultant's employees working on the deliverables engage in strike or other labor action, SEIU may, at its election, terminate this agreement "for cause."

5. CONFIDENTIALITY.

a. The Consultant agrees that the Consultant will not, directly or indirectly, at any time during the term of this Agreement or thereafter, and without regard to when or for what reason this Agreement shall terminate, divulge, furnish, make accessible, or permit the disclosure to anyone (other than SEIU or other persons employed or designated by SEIU) any knowledge or information of any type whatsoever acquired by the Consultant in the course of the consultancy, including (but not limited to) knowledge or information relating to the business or activities of SEIU, including business and activities relating to the services rendered under this Agreement, whether disclosed orally or visually to the Consultant and whether stored on any tangible medium or memorialized by the Consultant ("Confidential Information"), except to comply with Revised Code of Washington 42.56 (Public Records laws). All records received by or created by WA LERC are considered public records even if the intent is to keep them confidential. Any document that SEIU believes should remain confidential and proprietary shall be clearly marked as such. If a Public Records request is made and such confidential records are responsive, the Consultant shall give SEIU at least 30days' notice so that SEIU can seek a protective order or otherwise review and address the request.

b. The term "Confidential Information" includes all originals, recorded and unrecorded copies of such Confidential Information, as well as information derived there from and portions thereof. Such Confidential Information also includes, but is not limited to, all written or audio materials obtained, generated, produced, or otherwise acquired during the course of the consultancy, including (but not limited to) any notes, charts, lists, computer files, electronic mail messages, phone logs, or other memoranda, whether handwritten, typed, or otherwise created. Information shall be Confidential Information even if no legal protection has been obtained or sought for such information under applicable laws and whether or not Consultant has been notified that such information is Confidential Information.

c. As part of this Agreement, SEIU may provide the Consultant with a list of its members' information ("Member List") exclusively for use in conjunction with executing its

duties under this Agreement. If Member Lists are shared, they may be deemed public records and should be marked as confidential if SEIU wants them to remain protected.

It is agreed by the Consultant that the Member List will be treated as confidential, proprietary information owned by and exclusively controlled by SEIU. The Member List, or any information derived from it, cannot be sold, re-sold, traded, exchanged, loaned, or bartered to any outside entity by the Consultant or any subcontractor or agent of the Consultant without the express written permission of SEIU. The Consultant shall communicate with SEIU members who are included in any Member List files only by express written consent from SEIU prior to the communication.

The parties understand and agree that Member Lists are highly confidential and highly valuable proprietary information. The Consultant agrees to use the lists only for the intended purpose of completing the objectives of this Agreement, and not for any other purposes. The Consultant agrees to take all reasonable steps to assure the confidentiality of the lists and otherwise to comply with the provisions of this Agreement.

As soon as practicable after the conclusion of the Agreement, the Consultant shall return to SEIU all of the union's membership lists and all other membership data files that were provided to the Consultant. The Consultant shall also provide to SEIU all enhancements performed by the Consultant to SEIU's Member Lists, subject to applicable restrictions of other consultants contracts concerning the acquisition, use, and transmission of such enhancements. Upon the return and provision of this membership data to SEIU, the Consultant shall delete all such data from the Consultant's own files. Upon the request of SEIU, the Consultant shall provide a full accounting concerning the processing and handling of SEIU's Member Lists and shall permit SEIU to have a reasonable opportunity to inspect the Consultant's electronic records in order to verify the Consultant's compliance with the requirements of this section.

The Consultant agrees that the above confidentiality and exclusivity agreement applies to the Consultant, their officers, agents, employees, and all subcontractors permitted by SEIU to be involved in performing this Agreement. All recorded results of communications to the Member List, or any portion of it, shall be provided to SEIU in writing.

In the event that the confidentiality or security of the Member List is compromised while in the possession and control of the Consultant, such that unauthorized persons or entities have gained access to the Member List ("Security Breach"), the Consultant will notify SEIU within 24 hours of learning of the Security Breach by telephone and writing. the Consultant shall take all reasonable steps under any applicable federal, state, and/or local laws or regulations to remedy any Security Breach.

The obligations set forth in this paragraph shall survive indefinitely the termination of this Agreement.

d. Upon termination of this Agreement for whatever reason or upon breach of any of the obligations set forth in this Agreement, the Consultant shall return all Confidential

Information (as defined above) to SEIU, regardless of the form in which it appears or is stored (including information stored on tapes, computer discs, compact discs, or other media).

e. Should the Consultant use any subcontractors, it shall require that the subcontractor abide by these confidentiality provisions.

f. The obligations set forth in this paragraph shall survive indefinitely the termination of this Agreement.

6. OTHER CONSULTING SERVICES. The Consultant shall avoid at all times activities in the service of other individuals or entities that could present in fact or in appearance a conflict with the interests of SEIU. SEIU and the Consultant agree that the Consultant may provide independent consulting services to other individuals or entities, provided, however, that:

a. Such other independent consulting services shall in no way impair the Consultant's ability to provide consulting services to SEIU pursuant to this Agreement;

b. Such other independent consulting services shall be disclosed, in advance, to SEIU; and

c. The Consultant shall not use any SEIU resources in connection with its work for any other client.

7. ETHICS AND DISCLOSURE REQUIREMENTS. Before beginning any work under this Agreement, the Consultant shall disclose any entities to which the Consultant owes a fiduciary duty. The Consultant shall also disclose any financial interest the Consultant has in additional products or services the Consultant recommends. Additionally, the Consultant shall disclose any close personal or familial relationships the Consultant has with an SEIU officer, executive board member, employee, or consultant to SEIU. the Consultant shall make all such disclosures to the person listed in 1.d of this Agreement and to the Ethics Ombudsperson (ethics@seiu.org or 213-435-3771).

The Consultant may contact the SEIU Ethics Ombudsperson for any question about this paragraph 7.

8. COMPLIANCE WITH LMRDA. In compliance with the Labor-Management Reporting and Disclosure Act and the SEIU Constitution and Bylaws, no work under this Agreement shall be undertaken on behalf or in opposition to any candidate for union office. In addition, the Consultant agrees that they will not perform any work on behalf of or in opposition to a candidate for union office under any other agreement or arrangement of any kind whatsoever, with the exception of cases in which the Consultant is hired to work for a union candidate at fair market value rates, pursuant to a separate independent arrangement between the Consultant and the candidate under which the candidate (not the union) is responsible for paying the Consultant's fees and costs under any such agreement. The SEIU Constitution provides: "No candidate (including a prospective candidate) for any International office or office in a local

union or affiliated body or supporter of a candidate may solicit or accept financial support of any kind from any nonmember of the International Union.”

9. ORIGINALITY OF CONTENT. By entering into this Agreement, the Consultant hereby guarantees the originality of the content contained in any documents, supporting work papers, and other materials that the Consultant creates and/or produces under this Agreement, the authenticity of the sources used to develop the content, and that the content is free of libelous matter.

10. USE OF ARTIFICIAL INTELLIGENCE; RECORDING VIDEO MEETINGS. the Consultant may not record video meetings without written permission. the Consultant shall not use any AI add-ons to video meetings (including any note-taking features) except for Zoom Companion. Any project or deliverable created using AI needs to indicate that it has been augmented by an AI tool. This can be accomplished by utilizing a footnote or other standard indication.

11. MUTUAL INDEMNIFICATION. Each party to this Agreement shall be responsible for the negligent acts or omissions of its own employees, officers, agents or students in performance of this Agreement. Neither party will be considered the agent of the other nor shall either party assume any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

12. INDEPENDENT CONTRACTOR. The Consultant shall perform consulting services pursuant to this Agreement as an independent contractor with respect to SEIU, and nothing in this Agreement shall create, or be deemed to create, any relationship of employer and employee or of master and servant between SEIU and the Consultant. Thus, the Consultant’ employees will have none of the rights, benefits, duties, or obligations typically conferred on an employee of SEIU, including, but not limited to, SEIU health and pension benefits. SEIU retirees who do not receive W-2s may perform work as independent contractors and continue to receive health and pension benefits under the terms provided in the plan document. the Consultant shall, among other things, be solely responsible for the payment of all payroll, social security and income taxes with respect to the compensation received under this Agreement. Further, the scope of the Consultant’ authority is expressly limited to serving solely in an advisory and consultative capacity. the Consultant will not have, nor will the Consultant hold themselves out as having, any right, power, or authority to create any contract or obligations, either express or implied, on behalf of, in the name of, or binding upon, SEIU, unless SEIU shall consent thereto in advance in writing.

13. OWNERSHIP OF WORK PRODUCT. All documents, supporting work papers, work product, files, artwork, computer records, and other materials that the Consultant create and/or produce under this Agreement are the joint property of SEIU and the Consultant, to use at their discretion. SEIU and the Consultant share ownership and all of the rights comprised in the copyright of such items. Any materials used by the Consultant outside this agreement will be anonymized and have SEIU-specific information removed. This does not include trainings conducted pursuant to Section 1.a.5 of this agreement. SEIU will credit the partners in all future uses and adaptations of the materials.

14. DOCUMENT RETENTION POLICY. the Consultant warrants that they have received, reviewed, understand, and agree to comply with the Document Retention Policy for SEIU the Consultant, which is included as Attachment B to this Agreement and is incorporated by reference. The Document Retention Policy is subject to Consultant's own internal document retention policies. This clause is also subject to retaining any records subject to a Public Records Request.

15. ASSIGNMENT. Except as specifically set forth in this Agreement, the rights and interests of the Consultant in this Agreement may not be sold, transferred, assigned, pledged, or hypothecated. The rights and obligations of SEIU hereunder shall be binding upon and run in favor of the successors and assigns of SEIU. In the event of any attempted assignment or transfer of rights hereunder contrary to the provisions hereof, SEIU shall have no further liability for payments hereunder.

16. GOVERNING LAW; CAPTIONS. This Agreement contains the entire agreement between the parties and shall be governed by the laws of the State of Washington.. This Agreement may not be changed orally, but only by agreement in writing signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought. Section headings are for convenience of reference only and shall not be considered a part of this Agreement.

17. CONTACTS WITH CANDIDATES AND PARTY COMMITTEES. In performing services for SEIU under this Agreement, Consultant agrees to the following:

a. Without the express prior consent of SEIU, the Consultant will not provide any information or materials about the activities of SEIU to any federal, state, or local candidate, any national, state, or local party committee or any agents of the foregoing;

b. The Consultant shall not, under any circumstances, provide any non-public information or materials about the activities of any federal, state, or local candidate, or any national, state, or local party committee, to SEIU;

c. The Consultant warrants that, in performing services for SEIU, they shall not use any information about any federal, state, or local candidate or federal, state, or local political party that they have acquired or used in performing services for any federal, state, or local candidate or federal, state, or local political party during the 2026 election cycle;

d. The Consultant agrees that, in the event that, within the 120 days preceding the date it began performing services for SEIU pursuant to this Agreement, or any time during the term of this Agreement, it is simultaneously performing services for any federal, state, or local candidate or any federal, state, or local political party, the Consultant will establish a "firewall" that complies with 11 C.F.R. 109.21 (h) or comparable state law or regulation, where appropriate, and that all services provided to SEIU under this Agreement will be performed by Consultant staff operating on the "independent" side of the firewall.

e. The Consultant warrants that they have received, reviewed, understand, and agree to comply with SEIU's Firewall Policy, which is included as Attachment A to this Agreement and is incorporated by reference.

18. PRIOR AGREEMENTS. This Agreement supersedes and terminates all prior agreements between the parties relating to the subject matter herein addressed.

19. DISPUTES. If either party has a dispute or claim against the other party (a "Claim") that has not been resolved informally by the Parties, that party will provide a written description of the Claim to the other party and the Parties shall make a good-faith effort to resolve the Claim. Any Claim arising out of or relating to the Agreement that cannot be resolved by the Parties shall be settled by final and binding arbitration by the American Arbitration Association's Commercial Arbitration Rules and Procedures, as amended by the terms of the Agreement. The arbitration shall take place in a mutually agreed location and conducted in strict confidence. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration, and the arbitration and all related proceedings and discovery will take place pursuant to a protective order entered by the arbitrator that adequately protects the confidential nature of the Parties' proprietary and confidential information. The arbitrator shall apply the substantive law of the District of Columbia (exclusive of its choice-of-law principles), or if applicable, U.S. federal law (including federal arbitration law). The arbitrator's decision shall follow the plain meaning of the relevant documents and shall be final and binding. The award may be confirmed and enforced in any court of competent jurisdiction. The arbitrator's power to award damages shall be limited by the terms of the Agreement, and no arbitration award may provide a remedy beyond those permitted under the Agreement. Any award providing a remedy not permitted under the Agreement will not be valid and shall be vacated. Either party may, without waiving any remedy under the Agreement, seek interim or provisional relief from any court of competent jurisdiction to protect its Confidential Information and property rights, regardless of the mediation and arbitration requirements.

20. SEVERABILITY. The invalidation of any portion of this Agreement shall not affect the validity of any other provisions. In the event that any portion of this Agreement is held to be invalid, the remaining provisions shall be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

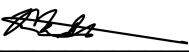
NOTICES. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed effective when emailed, delivered in person or, if mailed, on the date of deposit in the mail, postage prepaid, addressed, in the case of the Consultant, to Mara Rafferty, WA LERC, 6737 Corson Ave S, Building B, Room 106, Seattle, WA 98108, and in the case of SEIU, to SEIU's Chief Financial Officer at its offices at 1800 Massachusetts Avenue, NW, Washington, DC 20036, or such other address as shall have been specified in writing by either party to the other. The parties will use email as the preferred method of written communication. In the event that the Consultant receives a subpoena or other discovery request arising from work done pursuant to this agreement, the Consultant shall promptly notify SEIU before taking action and provide SEIU with an opportunity to take a position on said request.

21. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile transmitted copy of an individual's signature shall be considered an original for purposes of enforcement of this agreement.

22. PRESS. Neither party is authorized without the express prior approval of the other party to, directly or indirectly, and without regard to when or for what reason this Agreement shall terminate, communicate with any member of the press, including representations of both print and electronic media, regarding any aspect of this Agreement, the Services performed by the Consultant under this Agreement, or any knowledge or information relating to the business of the other party obtained as a result of the Services performed by the Consultant under this Agreement. The Consultant shall refer promptly all queries from the press, in whatever form or circumstances they are made, to the appropriate SEIU representative. This section does not prevent the Consultant from disclosing their role in the project.

The parties have executed this Agreement on the dates set forth below. The effective date is stated in the first paragraph of this Agreement.


ACCEPTED AND AGREED:
ON BEHALF OF WA LERC:

By: 
Director, Mara Rafferty


Date: 10/2/25

By: Lolita Khachaturova
Lolita Khachaturova, Director of
Business Operation, South Seattle College

Date: 10/2/2025

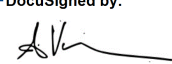
By: 
Monica Brown, President, South Seattle College
Date: 10/03/2025

ON BEHALF OF SEIU:

Signed by:
By: 
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Chief of Staff, Neneki Lee

Date: 10/23/2025

ON BEHALF OF SEIU:

DocuSigned by:
By: 
F5A634FD9A9644B
International President, April Verrett

Date: 10/23/2025

Attachment A – SEIU Firewall Policy

1. SEIU and its political funds, including SEIU COPE and United We Can, intend to pay for public communications which are not coordinated with any candidate, authorized committee, political party committee, or agent of any of the forgoing (“independent communications”). SEIU has designated a group of its staff, agents and contractors (the “Independent Team”) as responsible for the creation, production and distribution of its independent expenditure communications and activities and will use services provided by Consultant for such independent expenditures and for other purposes.
2. Consultant warrants that none of its principals, employees or subcontractors, are agents of any candidate, authorized committee, or political party committee with respect to the Services set forth in Section 1 of the Consulting Agreement between SEIU and Consultant (“the Services”).
3. If, Consultant, including all its principals, employees, and subcontractors, has provided, is providing, or expects to provide services to any candidate, authorized committee, or political party committee, or agents or representatives thereof, with respect to any electoral jurisdiction as to which Consultant is providing the Services to SEIU, Consultant must establish a “firewall” pursuant to the requirements of 11 C.F.R. §109.21(h). The purpose of the “firewall” will be to prevent the flow of information between Consultant’s officers, staff, or subcontractors performing services to candidates, authorized committees, political party committees, and agents or representatives thereof and members of the SEIU Independent Team. Consultant agrees to implement such a firewall prior to providing any such Services to SEIU.
4. Consultant further warrants that all persons providing services to the SEIU Independent Team pursuant to this Attachment, including all principals, employees, and subcontractors of Consultant engaged for such purposes (i) will not use any non-public information known to them concerning the campaign strategy, plans, activities, needs or communications of any federal, state, or local candidate, authorized committee or political party committee in performing services under this Agreement; and (ii) will not convey any non-public information concerning the campaign strategy, plans, activities, needs, or communications of any candidate for federal, state, or local office, or any federal, state, or local party committee to the SEIU Independent Team.
5. Consultant agrees to provide written notice of this requirement to its officers, employees, and subcontractors and to ensure that this instruction is followed.
6. For each independent communication paid for by SEIU or an SEIU political fund for which the Consultant receives compensation, upon request, the Consultant shall provide a written certification to SEIU, under oath, stating that the independent communication was not made in cooperation, consultation, or concert with, or at the request or suggestion of, any candidate or authorized committee or agent of either, or political party committee or its agent.

7. It is a material breach of this Agreement if Consultant fails to comply with this section and SEIU reserves the right to terminate this Agreement without notice and to seek full restitution of all payments made to Consultant with respect to any independent communication as to which such material breach occurred.

Attachment B – DOCUMENT RETENTION POLICY FOR SEIU CONSULTANTS

Dated: 1.24.25

I. Introduction and Purpose

This Document Retention Policy sets forth the record retention responsibilities of SEIU consultants for maintaining and documenting the storage and destruction of records pertaining to their work with SEIU.

This policy aims to ensure that SEIU: (1) retains access to important records for reference and future use; (2) maintains specific records in accordance with applicable federal and state laws; (3) preserves such records that may be relevant to pending or anticipated judicial proceedings; (4) retains records that may be needed in the future; and (5) ensures that all non-final documents done in the course of work for SEIU are deleted.

With these purposes in mind, SEIU has adopted a Policy, with which all SEIU consultants are expected to comply.

Pursuant to the consulting agreement, all documents, supporting work papers, work product, files, artwork, computer records, and other materials that Consultant creates and/or produces under the agreement are the exclusive property of SEIU for SEIU to use at its discretion. SEIU owns all of the rights comprised in the copyright of such items. Consultant may not use any of the documents, supporting work papers or other materials created or produced by Consultant under this Agreement for any purpose without the express written consent of SEIU; and Consultant shall have no rights in any such materials.

Following the termination of a consulting agreement, SEIU may request that Consultant destroy or return all documents to SEIU, regardless of the form in which it appears or is stored.

II. General Principles and Rules for Retention and Destruction of Documents

- A. **Documents covered by this Policy** include all hard copy materials or electronic materials, including any audio or video file that is not an email message or an email attachment, created or received in the course of performing SEIU work. Examples include memoranda, computer files, Google Drive documents, Monday.com documents, voicemail messages, text messages and any other messages conveyed by cell phone app, faxes, charts, spreadsheets, reports, studies, contracts, photographs, and other materials.
- B. **Consultants should make it a practice to review and discard unneeded and outdated materials pursuant to the terms of this Policy at least once each month** and at the conclusion of a project, subject to the Guidelines for Specific Documents and Exceptions below.
- C. **In general, the final versions of all documents, and the materials necessary to back up any assertions made in the final documents, should be given to your SEIU contact for preservation.**

- D. **In general, temporary documents should be discarded on a regular basis, at least once each month, unless subject to a different rule as stated in the Guidelines for Specific Documents or Exceptions sections below.** Temporary documents include any drafts related to an open or on-going project or matter, including any written memoranda and notes, Google Drive documents containing prior versions, reminders, to-do lists, draft reports, draft presentations, draft correspondence, final correspondence, and informal memoranda, which are not essential to your work for SEIU and do not have any historical value.
- E. At the end of your consultancy, please delete or turn over to your SEIU contact all SEIU-related documents on personal laptops, flash drives, hard-drives, or in personal accounts.

III. Email and Text Messages

- A. **90-day deletion policy for email:** SEIU asks all consultants to a 90-day deletion policy for email with regard to emails related to SEIU business/work. Users should generally not attempt to back up or make copies of email data in any form. This includes, but is not limited to, Outlook archiving, exporting emails, forwarding emails, and usage of .PST files.
- F. **30-day deletion policy for text messages:** SEIU asks all consultants to delete all text messages related to SEIU business/work that are older than 30 days. This includes messages exchanged on any messaging application, such as Signal or Whats App. It is each user's responsibility to ensure that their cell phone is set to auto-delete covered messages every 30 days.

IV. Exceptions

- A. **Litigation Hold:** If you receive a Litigation Hold notice, you must preserve the materials described in the hold. Destruction of materials subject to a Litigation Hold can lead to sanctions and penalties for SEIU. Your SEIU contact will communicate with you about next steps, should this occur.
- G. **Litigation Documents:** Documents stored or filed as evidence, or otherwise in support of litigation filed by SEIU or an SEIU affiliate, should be preserved, regardless of whether the litigation remains pending. Please turn over any and all such documents to your SEIU contact at the end of your consultancy.

Attachment C – SEIU Travel and Expense Policy Excerpts

a) **Car Insurance**

Car rentals are automatically insured under SEIU's agreement with the preferred rental agencies Budget and Avis. This insurance applies for the duration of the lease agreement only. When a car is out beyond the contract date without an extension, the employee is no longer insured and cannot be covered by SEIU's policy in the event of an accident.

All drivers, including guest travelers, are covered by SEIU car rental insurance. Employees should decline any request for additional insurance when picking up the vehicle in the United States. However, employees must accept Loss and Damage Waiver insurance at all international locations, including Canada.

III. EXPENSES

SEIU provides a corporate American Express card to all employees who travel for SEIU business. Expenses for travel fully integrate into the SAP Concur online tool. AmEx card numbers should be entered into the SAP Concur profile by all employees.

Wherever it is accepted, employees must use their SEIU-issued corporate AmEx card, and not a personal credit card, to pay for reimbursable expenses when conducting SEIU business. Meals and incidentals covered by per diem or grocery allowance, vehicle-related charges covered by mileage reimbursement or car allowance, and reimbursable charges that fall outside the vendor-type restrictions placed on AmEx cards issued to OITs are the only exceptions to this requirement. Such expenses should NOT be charged to the AmEx.

SEIU AmEx cards have joint liability. SEIU is liable for all expenses that are incurred for business and the employee is responsible for any charges outside of this policy. **Personal expenses should never be charged to the AmEx card.** In the event an employee mistakenly uses the card for a personal expense, the employee should mark the charge as "Personal Expense (do not reimburse)" in the SAP Concur expense reporting tool and make a payment directly to AmEx within 14 days. AmEx account information is available by logging in to www.americanexpress.com and accessing one's account.

Airfare, AMTRAK tickets and car rentals are direct billed to SEIU and are not charged to the employee's card. Even though such charges are paid centrally, the charge will still be available to add to one's expense report. Employees are required to import this charge into the appropriate expense report in order to account for the full cost of travel.

Hotel charges are required to be charged to the employee's corporate AmEx card. Employee hotel stays cannot be centrally billed to SEIU. Like all other reimbursed expenses, employees must attach the hotel bill (folio) to their expense report.

A. Employee Meals and Incidentals

1. Combined Per Diem (domestic)

Employees should not submit meal receipts for individual meals. Employees must claim a combined meal and incidental per diem rate. The full per diem rate is \$64 per day. Employees who are in travel status for an entire day, are provided no meals, and take part in no business meals are entitled to the full \$64 per diem.

2. Partial Per Diem

Employees must prorate the per diem if they were not in travel status for the entire day. This applies to the first and last days of trips, as well as non-overnight day

trips (see definition of travel status in Section II-A). Employees must also discount the per diem for any meal provided. Meals provided include meals at conferences or any SEIU business meal an employee pays for or participates in. Each meal provided discounts the per diem.

Example:

Tuesday: Begin travel to Milwaukee at 3 pm. Per diem is \$28 for partial travel.

Wednesday: Attend conference and lunch is provided. 1 meal provided. Per diem is \$45. Thursday: Meet with Local union, but no business meals. Per diem is \$64.

Friday: Arrive home at 4 pm, Lunch was a business meeting. Per diem is \$28.

To find the correct per diem rate, first select the row based upon the correct departure/arrival time. Then slide over to the right to find the per diem based upon the number of meals provided.

3. Calculating Per Diem (Domestic)

SEIU Travel and Expense Per Diem Policy as of 10/1/2021.

For employees on approved domestic travel, the following rates apply:

First Day Departure Time From Home or Office	Full Travel Day	Last Day Arrival Time From Home or Office		Meals provided (business meals, conference meals, etc.)			
				0	1	2	3+
Before 9am	Full Day	After 7pm	→	\$64	\$45	\$28	\$8
9am - 12pm		12pm - 7pm	→	\$45	\$28	\$8	
12pm - 7pm		9am - 12pm	→	\$28	\$8		
After 7pm		Before 9am	→	\$8			

4. Calculation Per Diem (International)

SEIU Travel and Expense Per Diem Policy as of 10/1/2021.

For employees on approved international travel, the following rates apply:

First Day Departure Time From Home or Office	Full Travel Day	Last Day Arrival Time From Home or Office	Meals provided (business meals, conference meals, etc.)			
			0	1	2	3+
Before 9am		After 7pm →	\$67	\$47	\$30	\$11
9am - 12pm		12pm - 7pm →	\$47	\$30	\$11	
12pm - 7pm		9am - 12pm →	\$30	\$11		
After 7pm		Before 9am →	\$11			

B. Meal Receipts

SEIU does not allow employees to claim expenses for individual meals; therefore, meal receipts are not required. Employees must claim per diem per the charts above. Employees should NOT use their AmEx card to pay for meal cost reimbursed via per diem.

For group meals, see the requirements for "Business Meals" below.

1. Business Meals (when traveling)

Occasionally, it may be necessary for the employee to pay for food as part of a meeting. All group meals submitted for reimbursement must list attendees, SEIU or otherwise, and be for a legitimate business purpose. As with all expenses, a detailed union business purpose and itemized receipt must be submitted with the expense.

Except for legitimate department meetings and functions, or legitimate business meals involving non-IU staff, regular travel meal expenses incurred while dining with other IU staff may be submitted for reimbursement as a business meal. Employees should instead claim per diem per Section III-A above.

2. Business Meals (at or near your primary work location)

Group meals at or near your primary work location are only reimbursable if the meal was required to conduct SEIU business. All group meals submitted for reimbursement must list the attendees, SEIU or otherwise, and be for a legitimate business purpose. As with all expenses, a detailed union business purpose and itemized receipt must be submitted with the expense.

Except for legitimate department meetings and functions, or legitimate business meals involving non-IU staff, regular meal expenses incurred while dining with other IU staff may not be submitted for reimbursement as a business meal.

C. Grocery and Household Expenses Allowance

If an employee is in travel status for a week or more and has access to a furnished kitchen, SEIU may require that the employee receive a \$150 per week grocery and household expenses allowance in lieu of a meal per diem. The employee may only claim the \$8 per diem rate during any week in which the grocery allowance is claimed. Employees should NOT use their AmEx card to pay for meal costs reimbursed via grocery allowance.

D. Personal Cars

There are two methods under which employees are reimbursed for use of their personal vehicles to conduct SEIU business. Employees receiving a car allowance are eligible only for Plan 2 but may terminate their car allowance and move to Plan 1 with 30-day written notice to Human Resources (see Key Contacts below). All other employees are only eligible for Plan 1 (Mileage Reimbursement Plan). Employees should NOT use their AmEx card to pay for vehicle expenses covered under either plan

1. Mileage Reimbursement (Plan 1)

Employees who do not receive a car allowance may claim the IRS allowable rate for mileage reimbursements when traveling for union business. The IRS defined mileage reimbursement includes gas, wear and tear and all maintenance of the vehicle. The standard mileage reimbursement does not cover parking or tolls. Mileage must be substantiated with a log of locations traveled on SEIU business and the miles traveled.

2. Mileage for Employees Receiving a Car Allowance (Plan 2)

SEIU provides some employees who are required to drive their personal vehicle for union business with a car allowance with the expectation that they will have a working car at their disposal at all times for union business. The car allowance is a taxable addition to the base salary and is intended to contribute to the basic cost of car ownership. The car allowance is considered taxable wages to the employee.

Employees receiving the car allowance may submit for mileage reimbursement at a rate equal to 50% of the maximum IRS rate, rounded to the nearest half cent. Mileage must be substantiated with a log of locations traveled on SEIU business and the miles traveled. This mileage reimbursement does not cover parking or tolls.

3. Commuting

Commuting from home to and from one's primary workplace is NOT considered business use of an automobile.

Submitted Budget Proposal		Budget Buckets			Allocations		
Item	Cost	Budget Item	Cost in Original Proposal	Scope of Work "Bucket"	Cost	Responsible Person	Contract Recipient
Project Management	\$156,000.00	Project Management	\$156,000.00	Module 1	\$35,289	Sarah	Sarah
Curriculum Development	\$135,000.00	Curriculum Development	\$135,000.00	Module 2	\$35,289	Elizabeth	LEP
Administrative Assistance	\$26,600.00	Administrative Assistance	\$26,600.00	Module 3	\$35,289	Elizabeth	LEP
				Module 4	\$35,289	Pam	LEP
				Module 5	\$35,289	Anneta	LEP
				Curriculum Coordination	\$35,289	Sarah	Sarah
				AC + Stakeholder Facilitation			
				Evaluation and Reporting	\$35,289	Mara	LERC
				Recruitment and Development of Fac	\$35,289	LEP	LEP
				Planning Event Logistics	\$35,289	Mara and Bo	LERC
Curriculum Consultants	\$30,000.00	Curriculum Consultants	\$30,000.00	Consultant 1	\$15,000	Ligaya	Ligaya
				Consultant 2	\$15,000	Kasi	Kasi
Facilitation - Train the Trainer	\$12,000.00	Facilitator Retreat	\$12,000.00	Facilitator 1	\$12,000	Sarah	Sarah
Facilitation: 2 Regional Events	\$48,000.00	School Facilitation	\$48,000.00	Facilitator 2	\$12,000	Mara	LERC
				Facilitator 3	\$12,000	Elizabeth	LEP
				Facilitator 4	\$12,000	Pam	LEP
				Facilitator 5	\$12,000	Anneta	LEP
Overhead/institutional fee	\$33,750.00	Overhead Institutional Fee	\$33,750.00	LERC	\$13,500		LERC
				LEP	\$20,250		LEP
Graphic Design and Communi	\$8,000.00	Graphic Design and Communi	8,000	Unforeseen Expenses	\$4,000.0		LEP
				Unforeseen Expenses	\$4,000.0		LERC
		Travel	33,000	LEP Travel	\$15,714		LEP
				LERC Travel	\$8,904.76		LERC
				Sarah Travel	\$5,238.10		Sarah
				Consultant 1 Travel	\$1,571.43		Kasi
				Consultant 2 Travel	\$1,571.43		Ligaya
		Event Expenses*					
Train the Trainer	\$37,000.00	*here they have been reduced since travel has been separated out	\$26,000.00	Train the Trainer	\$26,000.00		LERC
Regional Training 1	\$48,500.00		\$37,500.00	Regional Training 1	\$37,500.00		LERC
Regional Training 2	\$48,500.00		\$37,500.00	Regional Training 2	\$37,500.00		LERC
Total	\$583,350.00	Total	\$583,350.00		\$583,350.00		
							Auto Totals
						LERC	\$209,982.54
						LEP	\$252,408.73
						Sarah	\$87,815.87
						Kasi	\$16,571.43
						Ligaya	\$16,571.43
						Total	\$583,350.00
						Other reference Calculations:	
						Unforeseen Expenses and Event Expenses	\$109,000.0
						LERC (without Events)	\$108,982.54

Interagency Agreement No. C5856

Final Audit Report

2025-12-01

Created:	2025-11-26
By:	Lisa Gacer (lisa.gacer@seattlecolleges.edu)
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