

INTERLOCAL AGREEMENT  
BETWEEN  
LOWER COLUMBIA COLLEGE  
AND  
WOODLAND SCHOOL DISTRICT #414

This interlocal agreement (Agreement) is entered between Lower Columbia College (College) and the Woodland School District #414 (District), under the authority of RCW 39.34 (Interlocal Cooperation Act) and by formal action taken by the respective governing boards of the parties.

**A. Purpose.** It shall be the purpose of this Agreement to:

1. Provide vocational and regular education opportunities for eligible out-of-school individuals who are working toward course credits which can be converted to high school credits through the Career Education Opportunities (Program) operated by the College. Vocational courses must meet the requirements of OSPI vocational program certification.
2. Utilize the respective powers of the parties to this Agreement to provide educational opportunities to individuals who are under 21 by September 1 of each year, but at least 16 years of age, who have not met high school graduation requirements, and have been withdrawn from school for sixty (60) calendar days. The District may waive this sixty (60) day attendance requirement.
3. Build a stronger partnership between the College and the district for the benefit of students.

**B. Duties and Responsibilities.** The parties agree to administer this Agreement through their designees in compliance with WAC 392-121-188 and the following:

1. College shall be responsible for implementing Program, including the development of curriculum, subject to District approval under WAC 392-121-188(8).
2. College shall be responsible for determining the eligibility of the student to enter the Program and for enrolling the student in the Program.
3. College will verify that the student has not met high school graduation requirements. College will verify student's residence within the District and verify that the student is released by the District to attend Program. For any student determined not to be a resident of the District, College will obtain a release from the appropriate district of residence.

4. College will determine vocational-technical skills training and may administer appropriate testing.
5. College will ensure that all vocational instructors working with students in the Program hold valid vocational certificates.
6. College shall provide a monthly enrollment count to the District by the 5<sup>th</sup> business day of each month of this Agreement. The monthly enrollment report shall list each student and list credits for that month. All final adjustments will be made by September 30 of the following school year.
7. College shall notify District upon determining that a student has ceased enrollment or participation in the Program.
8. Neither District nor College will discriminate against students or prospective students in violation of state or federal law or regulation. The parties will comply with all state and federal laws and regulations regarding service to students with disabilities.
9. College will prepare an annual report of student success due to District no later than June 5<sup>th</sup> of each year to document the total number of students enrolled in the program, how many have earned credits and how many college credits they earned, how many students earned a GED, and how many earned a high school diploma.
10. Students enrolled in Program shall abide by the College Student Rights and Responsibilities policies as identified in WAC 132m-121-010 through WAC 132m-121-500. All student disciplinary actions shall be governed by these policies.
11. Students enrolled in the Program shall bear responsibility for their own transportation to and from College

**C. Funding.** It is the intent of the parties that funding for the Program will be provided with state apportionment monies through the Office of the Superintendent of Public Instruction (OSPI), at no tuition or fee cost to the student, based on the definition of full-time equivalent (FTE) provided in WAC 392-121-188(18), and consistent with the procedures set forth below.

1. College shall provide a monthly enrollment count to District by the fifth business day of each month during the term of this Agreement. Consistent with WAC 392-121-188(18), FTE student enrollment will be defined and reported as 15 college credits constituting one FTE.

2. District shall report to OSPI on the P223 and/or the P223S as a District vocational or regular student enrolled in the program. The District will reimburse College for each Annual Average FTE student served by the Program.
  3. In order for an invoiced claim by College to be eligible for reimbursement, the student on whose behalf the claim is issued must be enrolled in the Program, enrolled in the District, and have a College course schedule which reflects the student's full-time equivalent (FTE) status in the Program. A student's FTE status shall be calculated using the credit hours of the student's College schedule on the first school day of each of the nine months October through June. A student taking 15.0 quarter credits shall be full time. Each quarter credit of the student's schedule shall be counted as 1/15<sup>th</sup> FTE. Students with more than 15.0 quarter credits shall be counted as 1.0 FTE.
  4. Summer hours for students may be reimbursed subject to regulations and guidelines provided by OSPI, related to WAC 392-121-123.
  5. The rate of reimbursement paid to College per Annual Average FTE student will be based on the District Basic Education Allocation per FTE student for Basic Education and the Vocational Enhancement per FTE student when applicable as calculated by OSPI, less 7% to be retained by District to cover indirect costs. Since the final OSPI rates for Basic Education and Vocational Enhancement are not available until after the start of the school year, initial reimbursements will be made based on the preliminary rates provided by OSPI. Once final rates are published, they will be the basis for subsequent reimbursements and payments based on preliminary rates will be adjusted accordingly. All adjustments will be included with the first reimbursement made following release of the final Basic Education and Vocational Enhancement rates.
  6. College will submit an invoice monthly for the regular school year. District will remit payment within 30 days, except for the final payment of the year which will be made by October 15.
- D. Term and Termination.** This agreement shall be effective for the period beginning September 2011 and ending August 2015. This agreement may be terminated without cause at the end of an academic quarter by giving written notice to the non-terminating party at least forty-five (45) calendar days in advance of the proposed termination date. Written notice of termination shall be deemed to have been give (3) calendar days after depositing the notice, postage prepaid, in the United States mail, or upon receipt, if by personal delivery. The recipients of all notices pursuant to this agreement shall be the Superintendent of the District and the President of College.

- E. Disputes.** Both parties agree to make good faith efforts to resolve disputes at the lowest level possible. If a dispute should arise as to the adequacy of performance of this Agreement, it shall be resolved promptly by conference of authorized representatives of both parties. If the matter cannot be resolved, the parties shall submit the matter to the Superintendent of the District and President of the College for resolution. In the unlikely event that such dispute cannot be resolved to the satisfaction of both parties at the Superintendent-President level, the parties may agree to submit the matter to binding arbitration in accordance with the rules of the American Arbitration Association then in effect. Each party shall be responsible to pay one-half of the fees and expenses of the arbitrator.
- F. Records.** All operations of, and accounting by, either party pertaining to this Agreement shall be open to the inspection of either party.
- G. Indemnification.** As part of the terms of this agreement, each party shall each be responsible for the consequences of any act or failure to act on the part of itself, its directors, employees and its agents. Each party shall be responsible for its own negligence, and neither party shall indemnify or hold the other party harmless; neither party assumes responsibility to the other party for its consequences of any act or omission of any person, firm or corporation not party to this agreement. In the event of fiscal recapture due to inconsistencies or misinterpretation of law, both parties agree to collaboratively address the issue or issues and seek a collaborative solution.
- H. Applicable Law.** This contract is entered into pursuant to and under 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 any inconsistency in the terms of this agreement, or between its terms and any applicable statute or rule, the consistency shall be resolved by giving precedence in the following order:
- a. applicable state and federal statutes and rules;
  - b. statement of work herein; and
  - c. any other provisions of the Agreement, including materials incorporated by reference.
- I. No Separate Entity Created.** No separate legal or administrative entity is intended by this Agreement.

**J. Amendment and Waiver.** This agreement may be waived, changed, modified, or amended only by written agreement executed by both of the parties hereto. If any provision of the agreement shall be deemed in conflict with any statute or rule of law, such provision shall be modified to be in conformance with said statute or rule of law.

**K. Entire Agreement.** This constitutes the entire agreement of the parties and supersedes any previous written or oral agreements. Any other agreement, representation, or understanding, verbal or otherwise, relating to the services of College and the District, or otherwise dealing in any manner with the subject matter of this agreement, is hereby deemed to be null and void and of no force and effect whatsoever.

For:

Woodland School District #414

Lower Columbia College:

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date