

**INTERLOCAL AGREEMENT
BETWEEN
LOWER COLUMBIA COLLEGE
AND
THREE RIVERS CHRISTIAN SCHOOL.**

This agreement (Agreement) is entered between Lower Columbia College (College) and the Three Rivers Christian School (District).

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

1. Provide vocational and regular education opportunities for eligible students in grades 11 and 12.
2. 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 the following:

1. College shall be responsible for implementing Program, including the development of curriculum, subject to District approval.
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 shall provide a monthly enrollment count to the District by the 5th 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.
4. College shall notify District upon determining that a student has ceased enrollment or participation in the Program.
5. 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.
6. College will prepare an annual report of student success due to District no later than June 30th 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.

7. 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.
 8. 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 based off of the State Running Start Reimbursement Rate.
1. College shall provide a monthly enrollment count to District by the fifth business day of each month during the term of this Agreement. FTE student enrollment will be defined and reported as 15 college credits constituting one FTE.
 2. The District will reimburse College for each Annual Average FTE student served by the Program.
 3. 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 1/15th FTE. Students with more than 15.0 quarter credits shall be counted as 1.0 FTE.
 4. 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%.
 5. College will submit an invoice monthly for the regular school year. District will remit payment within 30 days.
- D. Term and Termination.** This agreement shall be effective for the period beginning July 01, 2018 and ending June 30, 2023. 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:

Three Rivers Christian School



Superintendent,

5.16.18
Date

Lower Columbia College:



Nolan Wheeler,
Vice –President for Administration

5/22/18
Date

Revised May 2018