INTERAGENCY AGREEMENT
BETWEEN
SHORELINE SCHOOL DISTRICT NUMBER 412
AND
SHORELINE COMMUNITY COLLEGE DISTRICT NUMBER SEVEN

THIS AGREEMENT is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34, Revised Code of Washington (RCW), by and between Shoreline School District Number 412, King County, Washington, a first-class school district and agency of local government, hereinafter referred to as the "District," and Shoreline Community College District Number Seven, an agency of the state of Washington, hereinafter referred to as the "College."

IT IS THE PURPOSE OF THE AGREEMENT that the College will provide services to the District for its Career and Technical Education Program.

ARTICLE I. – STATEMENT OF WORK

1. The College will facilitate CTE Dual Credit agreements between the District and the College. Documents to be produced annually will include a memorandum of understanding that specifies procedures for all District and College CTE Dual Credit agreements and course-specific and program-specific articulation agreements, including methods for documenting grades and credits (e.g., through SERS). College staff will organize faculty meetings with the District CTE Director and appropriate high school teachers to support the articulation agreements. College staff will ensure student credit is transcribed by August 30 following the academic year in which the credit was earned.

2. The College will coordinate and facilitate the joint Shoreline School District CTE General Advisory Committee / Shoreline Community College Workforce Advisory Committee (GAC/WAC) and Program Advisory Committees identified below. A minimum of three (3) meetings will occur during the academic year for each joint Advisory Committee. The Program Advisory Committees include Automotive General Service Technician (GST), Performing Arts and Digital Film, Visual Communications Technology (VCT), Manufacturing, and Business Administration.

3. The College will facilitate approval documentation for CTE Programs of Study articulations between the District and College. The College will assist with planning guides and student-facing planning guides.

4. The College will assist in completing Perkins V Comprehensive Local Needs Assessment (CLNA) for the District, sharing postsecondary information and facilitating postsecondary stakeholder engagement.

5. The College will assist the District with guidance for high school students on career pathway opportunities and associated postsecondary preparation, particularly in professional/technical fields in addition to transfer degrees. Guidance will be provided through the Manager of Career Navigation Student Transitions & Success position, working directly on high school campuses for approximately 25 hours per week.

6. The College will incorporate high school outreach and guidance activities through consultation with the District. Examples of activities to be conducted by the College on high school campuses include but are not limited to: presentations during and after the school day to students and families, small group and individual meetings with students, and consultations with counselors and school staff.

7. The College will produce resources identified by the District to support student postsecondary guidance. Examples include but are not limited to: student guides relating to College programs, financial aid information, asynchronous presentations and videos, Canvas mini-courses, and documents to support high school counselors.

8. The College will consult and collaborate with the District to identify and address barriers to successful student transitions through postsecondary programs.

9. The College will adhere to any data sharing agreements developed to maintain privacy of student information, in addition to articles in this Interagency Agreement.

ARTICLE II. – PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence July 1, 2023 and be completed on June 30, 2024.

ARTICLE III. – PAYMENT

1. Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties agree that in lieu of making a determination, on the basis of management accounting and/or cost accounting analyses, of the cost of the College's provision of the work described in Article I, above, to the District. Payment shall be as follows:

2. For the period of July 1, 2023, through June 30, 2024, the District shall pay to the College the sum of fifty thousand ($50,000) no later than July 30, 2024.

3. Reimbursement for the actual cost of any services not described in Article I, above, will be made by the District to the College only with prior written agreement between the parties to this Agreement, executed in accordance with Article VIII, below, stating the maximum amount of the expense and the manner of sharing the cost. Any and all such additional expenses will be made by the College, subject to reimbursement by the District pursuant to this paragraph.

ARTICLE IV. – BILLING PROCEDURE

The College shall submit invoices to the District annually as services are provided over the course of performance, which invoice shall be paid by the District no later than thirty (30) days from the respective dates of said invoices.

ARTICLE V. – RECORDS MAINTENANCE

1. The District and the College agree that they will collect data and information regarding the following items to facilitate assessment at the end of the term of this Agreement:

2. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and 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.

3. Records and other documents, in any medium, furnished by one party to the 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 this material 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.

4. The parties agree that each will fully comply with the Family Educational Rights Privacy ACT (FERPA), 20 U.S.C. § 1232g, and all regulations promulgated thereunder. Furthermore, the parties agree that each of their respective investigators, employees, subcontractors, and agents who have direct or indirect access to information concerning any student or enrollee of the College or District shall be required not to furnish, disclose, or otherwise disseminate such information to any other person or organization without prior written permission of such student or enrollee except as FERPA otherwise permits.

ARTICLE VI. – RIGHTS IN DATA

Unless otherwise provided, data that originates from this Agreement shall be "works for hire" as defined by the United States Copyright Act of 1976 and shall be owned jointly by the parties. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, and register, as well as the ability to transfer these rights.

ARTICLE VII. – 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.

ARTICLE VIII. – ALTERATIONS & AMENDMENTS

The 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.

ARTICLE IX. - TERMINATION

Either party may terminate this Agreement up sixty (60) days' prior written notification to the other party. If this Agreement is so 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.

ARTICLE X. – TERMINATION FOR CAUSE

If, for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other. If this Agreement is terminated by either party pursuant to this Article X, the payment set forth in Article II, above, shall be refunded by the College to the District on a pro rata basis according to the portion of the term of this Agreement that has elapsed.

ARTICLE XI. – DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request Intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

ARTICLE XII. – GOVERNANCE

This agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statue or rule, the inconsistency shall be resolved by giving precedence in the following order:

A. Applicable state and federal statutes and rules, followed by

B. Statement of work (Article I of the Agreement), followed by

C. Any other provisions of this Agreement, including materials incorporated by reference

ARTICLE XIII. – ASSIGNMENT

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

ARTICLE XIV. – WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

ARTICLE XV. – SEVERABILITY

If any provision of the Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of the applicable law and the fundamental purpose of this Agreement, and to this end the provisions of the Agreement are declared to be severable.

ARTICLE XVI. – INTEGRATION

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

ARTICLE XVII. – NOTICES

Notices pursuant to this Agreement will be sent by mail or overnight courier to the following addresses:

FOR SHORLINE SCHOOL DISTRICT 412

Daniel Gallagher
Director of Secondary Academic Programs & Career and Technical Education
Shoreline School District Offices
18560 1st Avenue NE, Shoreline, WA 98155

FOR SHORELINE COMMUNITY COLLEGE DISTRICT SEVEN

Holly Woodmansee
Interim Vice President for Business and Administrative Services
Shoreline Community College
16101 Greenwood Avenue N.
Shoreline, WA 98133-5696

Notice will be deemed to have been received three days after mailing, provided that proof of mailing is obtained by the sending party. Either party may change its designated address for receipt of notice as long as said party provides notice to the other party, using either means for giving notice provided herein.

ARTICLE XVIII. – COUNTERPARTS

This agreement may be executed in two or more counterparts, including by means of faxed signature pages, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

THIS AGREEMENT, consisting of seven (7) pages, is executed by the persons signing below, who warrant that they have the authority to execute the Agreement.

Dated as of the 1st day of September, 2023, at Shoreline, Washington.

FOR SHORELINE SCHOOL DISTRICT NUMBER 412

By Susana Reyes 7/25/23
Signature Date

Dr. Susana Reyes
Superintendent

FOR SHORELINE COMMUNITY COLLEGE DISTRICT NUMBER SEVEN

By _____ 06/13/23
Signature Date

Phillip King
Vice President for Student Learning, Equity & Success