

INTERLOCAL AGREEMENT

between

Edmonds College

and

Edmonds School District

THIS AGREEMENT is made and entered into by and between Edmonds College, hereinafter referred to as "EC," and Edmonds School District, hereinafter referred to as the "District." The Interlocal Cooperation Act, as amended and codified in Chapter 39.34 RCW provides for interlocal cooperation between government agencies.

IT IS THE PURPOSE OF THIS AGREEMENT to provide English Language Instruction to multilingual parents of District students. The Statement of Work outlines the EC and District responsibilities.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

Provide English language classes to multilingual parents of District students to introduce emerging (beginning) and intermediate levels of speaking and listening in English. Courses will include practicing speaking and obtaining listening skills for conversation and relation to daily activities, navigation of the American K-12 education system, and family and cultural backgrounds.

TWO CLASSES

Dates: Every Wednesday from April 9, 2025 through June 11, 2025

of Classes: 10

Meeting Time: 6:30-8pm

Location: Cedar Valley AND College Place Elem.

Maximum enrollment is 20. Exceptions may only be made by the Vice President of Instruction on a case-by-case basis. Faculty and students will be notified through their provided email address.

A. Edmonds College will have the responsibility to:

1. Ensure faculty standards including:
 - outline, learning objectives and syllabus
2. Ensure EC policies on academic freedom will apply to the teaching and learning processes.
3. Offer students participating in English language classes use of the EC library.
4. EC assures the District that its agency complies with all state and federal guidelines and/or regulations and does not discriminate on the basis of race, creed, color, national origin, sex, sexual orientation, marital status, age, veteran status, or disability. This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; Americans with Disabilities Act, July 26, 1990, P.L. 101-336; and Title IX of the Education Amendments of 1972, as amended.

B. The District will have the responsibility to:

1. Provide instructional space at Cedar Valley Elementary and College Place Elementary schools in accordance with the schedule.
2. Reimburse the College for the cost of instruction within 30 days of invoice, estimated cost of \$2,250 for both courses.

This Agreement solely sets forth the contractual rights of the parties and does not create any other rights of action because of this Agreement. Additionally, each party agrees that it shall be responsible for the negligence of its own officers, employees and agents, and that neither party shall be considered the other's agent. This Agreement is subject to cancellation or revision upon written notification by either EC or the District.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on January 15, 2025, or date of execution, whichever comes later, and be completed on June 30, 2025 unless terminated sooner as provided herein.

RECORDS MAINTENANCE

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 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.

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 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.

RIGHTS IN DATA

Unless otherwise provided, data which originates as a result of this Agreement shall be owned by the party producing the data. 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, register, and the ability to transfer these rights.

AGREEMENT ALTERATIONS AND AMENDMENTS

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.

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. 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. Should either party request termination of this Agreement during the school year, all classes with active student enrollment in the program must be completed before the termination may become effective.

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, agreement 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.

GOVERNANCE

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

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

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising there under, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

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.

NONDISCRIMINATION REQUIREMENT

During the term of this agreement neither party shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, both parties shall give written notice of this nondiscrimination requirement to any labor organizations with which they have a collective bargaining or other agreement.

SEVERABILITY

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

ALL WRITINGS CONTAINED HEREIN

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

CONTRACT MANAGEMENT

The program 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.

| Contract Manager for the Edmonds School District is: | Contract Manager for Edmonds College is: |
|---|--|
| Lydia Sellie Executive Director, Business & Finance 20420 68th Ave W. Lynnwood, WA 98036 sellie812@edmonds.wednet.edu 425-431-7015 | Christine Kobayashi Dean of International Education 20000 68th Ave West Lynnwood, WA 98036 425-640-1540 Christine.Kobayashi@edmonds.edu |

IN WITNESS WHEREOF, the parties have executed this Agreement.

Signature/Date

James Mulik, Vice President of
 Finance, Grants, and Institutional
 Effectiveness
 Edmonds College

Signature/Date

Lydia Sellie, Executive Director
 Edmonds School District