

**INTERAGENCY AGREEMENT  
BETWEEN  
SKAGIT VALLEY COLLEGE  
AND  
BELLINGHAM SCHOOL DISTRICT**

**PARTIES TO THE AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between Skagit Valley College, hereinafter referred to as "SVC" and Bellingham School District #501, hereinafter referred to as "District" pursuant to the authority granted by Chapter 39.34 RCW.

**IT IS THE PURPOSE OF THIS AGREEMENT** to provide: Career and Technical Education (CTE) dual credit interlocal articulation agreements designed to award college credit to students who successfully complete articulated college level CTE courses and programs while still in high school. RCW 28B.50.531 authorizes community and technical colleges to establish agreements in collaboration with local school districts. Interlocal articulation agreements define the criteria for equivalency and the granting of credit. The following guidelines provide a framework and operational structure for colleges and school districts to facilitate the implementation of awarding college credit through articulation.

The purpose of this agreement is to grant Skagit Valley College credit to high school students who have achieved the level of knowledge and skill required for the high school CTE college-equivalent course(s). Upon successful completion of the identified course competencies with a grade of 'B' (3.0) or higher, the high school teacher's endorsement that the competency requirements have been met, articulated credit will be granted.

A dual credit interlocal articulation agreement is designed to provide students with a non-duplicative, coherent, sequence of progressive achievement leading to technical skill proficiency, a credential, a certificate, or a degree. The list of approved courses is included below.

<b>SVC Course Code</b>	<b>SVC Course Title</b>	<b>Credits</b>
ENGR& 114	Engineering Graphics	5
DATA 101	Intro to Data	5

**STATEMENT OF WORK**

The District shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth here or in Attachment "A" attached hereto and incorporated herein.

**PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall commence on September 1<sup>st</sup>, 2025, and be completed on June 30<sup>th</sup>, 2026, unless terminated sooner or extended, as provided herein.

## **AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS**

This Agreement may be changed, modified or amended by written agreement executed by both parties.

## **GOVERNING LAW AND VENUE**

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

## **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.

## **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.

## **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.

The Program Manager for SVC is: Michael Reese, 2405 East College Way, Mount Vernon, WA 98273, [cte@skagit.edu](mailto:cte@skagit.edu)

The Program Manager for Bellingham School District is: Heather Steele, CTE Director, Bellingham School District, 1985 Barkley Boulevard, Bellingham, WA, 98225, [heather.steele@bellingshamschools.org](mailto:heather.steele@bellingshamschools.org)

## **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 Dispute Board shall thereafter decide the dispute with the majority prevailing. 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.

### **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.

### **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 of this Agreement 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 subject to state public disclosure laws.

For these dual credit courses, the College and District recognize that the provisions of the Family Educational Rights and Privacy Act (FERPA) apply to them jointly pertaining to records of students. Staff and officers of both the College and the District constitute school officials having a legitimate educational interest in the educational records of students participating in CTE Dual Credit courses, including the rights to view student transcripts and share personally identifiable information in academic records, concerning grades, enrollment status, and directory information without positive consent of each student and parent served.

All partners agree to assist in the collection of data concerning student participation, student performance, and instructor participation in the CTE dual credit program. Data will be used to determine the success of students who receive articulated credit during high school and then transfer to college in the same or similar pathway and program of study.

### **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.

## **SUBCONTRACTORS**

District agrees to take complete responsibility for all actions of any Subcontractor used under this Agreement for the performance. When federal funding is involved, there will be additional subcontractor requirements and reporting.

Prior to performance, all subcontractors who will be performing services under this Agreement must be identified, including their name, the nature of services to be performed, address, telephone, WA State Department of Revenue Registration Tax number (UBI), federal tax identification number (TIN), and anticipated dollar value of each subcontract.

## **TERMINATION**

Either party may terminate this Agreement upon 30-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.

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

## **TERMINATION FOR CONVENIENCE**

Either party may terminate this Agreement without cause upon thirty (30) calendar day 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.

## **NONDISCRIMINATION**

A. Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

B. Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

C. Default. Notwithstanding any provision to the contrary, Skagit Valley College may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Skagit Valley College receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Skagit Valley College may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be

referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

D. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Skagit Valley College shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Skagit Valley College for default under this provision.

**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.

**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.

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

BELLINGHAM SCHOOL DISTRICT

SKAGIT VALLEY COLLEGE



Signature

Superintendent                      9/18/2025  
Title    Date

CFO    09 / 24 / 2025  
Title    Date

APPROVED AS TO FORM:

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Signature on file  
Assistant Attorney General