

**INTERLOCAL AGREEMENT  
BETWEEN  
SKAGIT VALLEY COLLEGE  
AND  
CONCRETE SCHOOL DISTRICT**

**1. PARTIES TO THE AGREEMENT**

This Interlocal Agreement is made and entered into by and between Skagit Valley College, hereinafter referred to as "SVC", and Concrete School District, hereinafter referred to as "Agency", pursuant to the authority granted by Chapter 39.34 RCW.

**2. PURPOSE**

The purpose of this Agreement is 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.

<u>SVC Course Code</u>	<u>SVC Course Title</u>	<u>Credits</u>
BUS 112	Personal Finance	5
BUS 120	Business Computers & Applications	5
CIS 146	Intro to Microsoft Excel	5
CIS 147	Introduction to Access	5
OBT 122	Microsoft Word I	3
OBT 162	Microsoft Office Basics	3

### **3. PERIOD OF PERFORMANCE**

This Agreement shall become effective for on September 1, 2023, and expire June 30, 2024, unless terminated sooner or extended as provided herein. This agreement will be reviewed regularly and approved annually by the Agency CTE director or designee.

The designated program facilitators, college administrators and/or instructors and high school faculty will meet regularly (not to exceed a three [3] year rotation) to revise or discuss the articulation agreement. Minor revisions can be made via phone calls, correspondence or email.

### **4. SCOPE OF WORK**

Agency 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 in Appendix A, Statement of Work and Budget, attached hereto and incorporated herein.

The college and school district partners will make reasonable efforts to ensure all student populations are served by the CTE dual credit program.

### **5. COMPENSATION**

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The Agency shall pay SVC a fee not to exceed \$416.00 for the performance of all things necessary for, or incidental to, the work as set forth in the Statement of Work of this Agreement. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree

to a higher amount. Compensation for services shall be based on the following rates or in accordance with the following terms:

The fee is calculated by using the previous school year average annual Full Time Enrollment (FTE) of all Concrete School District, students grades 9 – 12, according to the State of Washington Superintendent of Public Instruction report 1251, form P223, run in July 2023, multiplied by \$4.00 (104 x 4.00 = \$416.00).

Billing Procedure: SVC shall submit one invoice to the Agency school district business office: Concrete SD #11, 45389 Airport Way Concrete, WA 98237. Payment to SVC for approved and completed work will be made by warrant or account transfer by the Agency within 30-days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30-days after the expiration date or the end of the fiscal year, whichever is earlier.

The invoice shall be forwarded to the attention of Kathleen Hawkins, at the following address:

Skagit Valley College  
Business Office  
2405 E College Way  
Mount Vernon, WA 98273

## **6. 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: Megan Lloyd, Director of Dual Credit, 2405 East College Way, Mount Vernon, WA 98273, 360-416-3905, Megan.Lloyd@skagit.edu

The Program Manager for Concrete High School, SD #11 is: Carrie Crickmore, Superintendent, 45389 Airport Way, RM # 103 Concrete, WA 98237, 360-853-4000, ccrickmore@concrete.k12.wa.us.

## **7. DISPUTES**

Parties to this Agreement shall employ every effort to resolve a dispute themselves without resorting to litigation. In the event that a dispute arises under this Agreement that cannot be resolved among the parties, 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 then make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto, unless restricted by law. The cost of resolution will be borne by each party paying its own cost. As an alternative to this process, if state agencies, 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. The parties may mutually agree to a different dispute resolution process.

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

This Agreement may be changed, modified, or amended by written agreement executed by both parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

## **9. 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.

## **10. 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.

## **11. ORDER OF PRECEDENCE**

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 federal and state of Washington statutes, regulations, and rules.
- b. Mutually agreed upon written amendments to this Agreement.
- c. This Agreement
- d. Appendix A, Statement of Work and Budget.

- e. Any other provisions or term of this Agreement, including materials incorporated by reference or otherwise incorporated.

## **12. 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.

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.

## **13. RESPONSIBILITIES OF THE PARTIES**

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

## **14. RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement shall be "work made for hire" as defined by the United States Copyright Act, Title 17 U.S.C. section 101 and shall be owned by state of Washington, Skagit Valley College. 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.

#### **15. 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.

#### **16. SUBCONTRACTORS**

Agency 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.

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

#### **18. 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.

#### **19. 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 written amendment to this Agreement signed by an authorized representative of the parties.

## **20. 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.

## **21. 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.

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

IN WITNESS WHEREOF, the parties below, having read this Agreement in its entirety, including all attachments, do agree in each and every particular as indicated by their below signatures.

**Concrete School District**



SIGNATURE

*Interim Superintendent 3/18/24*

TITLE

DATE

**Skagit Valley College**

Eduardo Jaramillo

Eduardo Jaramillo (Mar 13, 2024 15:19 PDT)

SIGNATURE

VP for Administrative Services

Mar 13, 2024

TITLE

DATE

Budget code to charge: CTE Dual Credit, Fund: 146, Class: 112, Dept: 41200

APPROVED AS TO FORM:

Signature on file

Assistant Attorney General



## APPENDIX A STATEMENT OF WORK AND BUDGET

### **STATEMENT OF WORK**

The development of CTE dual credit articulation agreements that are identified within a specific pathway and/or program of study.

#### **SVC WILL:**

1. Establish the course requirements for college credit to be granted. Course competencies identify the academic and technical skills for each course and may include requirements such as term papers, portfolios, or industry certification exams. High School students must achieve a B (3.0) or better grade in the course competencies to qualify for college credit.
2. Work with the high school teacher to assure that the articulation agreement is finalized and is included in a program of study leading to a certification and/or degree.
3. Provide assistance with the State Board for Community and Technical Colleges (SBCTC) Statewide Enrollment and Reporting System (SERS).
4. Facilitate annual articulation reviews according to the following review schedule: Articulation agreements should be regularly reviewed/updated and signed by college faculty/deans and CTE directors/HS teachers on a predetermined schedule, not to exceed a three (3) year rotation, or as deemed necessary due to changes in the college course content, structure, or faculty, as requested by the Dual Credit Specialist office staff in connection with high school CTE Director at the High School. Courses must be rearticulated every 3-5 years to ensure alignment.
5. Identify the articulated course on the transcript as a regular college-level course. No designation will be used to indicate the course was taken while the student was in high school.
6. At the discretion of the college division program chair, a student failing to make satisfactory progress in a college course, or a college program of study may be required to retake a college course that the student had previously earned credit for, through the high school dual credit program.

#### **THE AGENCY WILL:**

1. Ensure all College dual credit articulated courses are taught by instructors who meet the WA State CTE teaching requirements or meet SVC employment criteria. WAC 131-16-095 (2)
2. Ensure the high school program/courses meet the academic and technical standards established for CTE state approved programs.
3. Identify an administrative point of contact/program manager (principal/CTE director) to ensure instructor compliance with the interlocal articulation agreement.
4. Follow the suggested articulation guidelines by submitting a request to articulate form and provide SVC with a high school course syllabus for each dual credit class, along with assessments that apply to competencies for the corresponding college course.
5. Work with the SVC Dual Credit staff to assure that the articulation agreement is finalized and is included in a program of study leading to certification and/or degree.
6. Work with college faculty to improve corresponding assessments for those competencies, following guidelines of curricula and appropriate assessment measures;

do what is requested with assessments so that they pass approval by supervising SVC faculty.

7. Ensure all students receive a copy of the course syllabus outlining information about CTE dual credit, the college course competencies, and the SVC Transcription upon Request instructions.
8. Ensure all students are registered in the SERS during the same academic year the high school class is completed. If a series of courses are involved in the articulation, students register for credit during the same academic year the last course in the series is completed.
9. Ensure student compliance with college enrollment policy to avoid duplication of courses and credits.
10. Submit final grades into the State Board for Community and Technical Colleges (SBCTC) Statewide Enrollment and Reporting System (SERS) for all students registered to earn SVC credit.
11. Review interlocal articulation agreements on a yearly basis to ensure all teachers submit their current course syllabus with highlighted revisions.

### **PROCEDURAL STEPS IN THE AGREEMENT PROCESS**

- a. Students must be enrolled in an approved articulated CTE course and/or program of study.
- b. Students must register for dual credit using the State Board for Community and Technical Colleges (SBCTC) Statewide Enrollment and Reporting System (SERS) according to specified timeline.
- c. Students must register to earn credit at only one college when the same high school course is articulated at multiple colleges.
- d. Participating high school instructors will use the SBCTC SERS for registration and grading process to enter grades and verify student completion of articulated courses during the specified timeline.
- e. High School students will receive college credit upon request for successful `
- f. Participating colleges will post a grade to the transcript of students who have applied, registered, and successfully completed designated dual credit courses. Transcripts will be made available to students.

### **CREDIT TRANSFER**

College credits may or may not transfer to four-year institutions or other colleges outside the state's community/technical college system. It is the responsibility of the student to consult with those institutions concerning specific credit transfer and admissions requirements