

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
COLUMBIA BASIN COLLEGE
AND
KENNEWICK SCHOOL DISTRICT**

This interlocal cooperative agreement (herein "Agreement") is entered into this 19th day of July 2019, between Columbia Basin College (herein "CBC" or "the College") and the Kennewick School District (herein "KSD" or "the District"). The effective date of this Agreement is August 30, 2019. This Agreement shall remain in effect until June 30, 2020, but can be terminated by either party with written notice to the other party as provided herein. This Agreement is only in effect for the Dropout-Reengagement Program at CBC. The Program will be known as the High School Academy.

No separate legal or administrative entity is intended by this Agreement. This Agreement sets forth the entire agreement of the parties in relation to the subject matter thereof. Any other agreement, representation or understanding, verbal or otherwise relating to the services of CBC and KSD, 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 or effect whatsoever. 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.

Purpose

It shall be the purpose of this Agreement to:

1. Provide educational opportunities for eligible youth, consistent with WAC 392-121-188(18)(c) who are considered at risk and have either dropped out of high school or haven't demonstrated success in the traditional high school environment, and who are earning college course credits which can be converted to high school credits through the High School Academy ("HSA" or "the Program").
2. Utilize the respective powers of the parties to this Agreement to provide educational opportunities to individuals who are under the age of 21 by September 1 of each year, but at least 16 years of age, have not met high school graduation requirements and have been withdrawn from school for thirty (30) calendar days. This thirty (30) day withdraw requirement may be waived on a case-by-case basis by KSD.
3. Continue to foster collaboration between CBC and KSD for the benefit of disengaged or at-risk students.

This Agreement may be terminated without cause by giving written notice of the nonterminating party at least sixty (60) calendar days prior to the end of the College's academic quarter. Written notice of termination shall be deemed to have been given three (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 KSD and the Vice President of Administrative Services for CBC.

The parties agree to administer this Agreement through their designees in compliance with the definitions provided in RCW 28A.175.105 and the following:

Columbia Basin College

1. CBC will comply with all relevant state and federal laws that are applicable to the District, including but not limited to, that no student or person is unlawfully excluded from participation on the grounds of sex, race, color, national origin, religion, age, marital status, physical, mental or sensory disability, or sexual orientation.
2. CBC serves the students in the Program at no cost to the student for tuition.
3. CBC shall be responsible for implementing the High School Academy Program, including the development of a student educational plan subject to state graduation requirements. As per WAC 392-121-188(18)(c), the students being served in the Program are considered at-risk and have either dropped out of high school or have not demonstrated success in the traditional high school environment.
4. CBC shall be responsible for determining the eligibility of the student to enter the Program and for enrolling the student in the Program in accordance with District requirements and procedures. Referrals from the District will be processed through a multi-district committee.
5. CBC will assure that all instructors of the students enrolled in the Program are certified by the Washington Professional Educator Standards Board or are instructors employed by the College and meet required credentials established by the College. Upon entry into the Program, training will be determined and appropriate testing may be administered.
6. CBC will administer the high school statewide assessments for eligible students enrolled in the Program.
7. CBC is not claiming enrollment of the students or receiving direct state support for the contracted instruction reported pursuant to WAC 392-121-188(9).
8. For student enrollment during the September to June school year, the College shall provide a monthly count of enrollment on the first school day of the month to the District by the 2nd school day of each month during the term of this Agreement. The monthly enrollment report shall list each student and list credits for that month.
9. For eligible student enrollment during the Summer Quarter (July and August), should the District elect to support students for summer enrollment, the College shall provide a monthly enrollment count to the District by the last business day of each month of the Summer Quarter during the term of this Agreement. The monthly enrollment report shall list each eligible student and the actual hours of enrollment in the Program during those months. An eligible student is one who has not fully used his/her annual average full-time equivalent (AAFTE) for the regular school year, and is determined by the District to be eligible for continued state funding for hours not claimed during the school year in accordance with RCW 28A.150.420 and WAC 392-121-123.
10. CBC will maintain attendance records for all students in the Program.
11. CBC will, at the end of each college grading period, submit course grades for all students to the District for entry as part of each student's academic record.

12. CBC shall notify the District upon determining that a student has ceased enrollment or participation in the Program.
13. When requested by the District, CBC will forward to the District student data which may be required for the statewide student information system.
14. CBC will be responsible for student behavior and discipline. Students will be required to adhere to the rules of conduct stated in the HSA Program Handbook, in addition to the Student Rights and Responsibilities Code, CBC policies, and WAC provisions regarding campus use, parking, and other appropriate provisions. CBC retains independent jurisdiction over discipline and academic matters for students, which will be administered by the Dean for Transitional Studies in accordance with the HSA Program Handbook. The discipline process outlined in the HSA Program Handbook supersedes the process under the Student Rights and Responsibilities Code, though the behavior expectations under the Code will be enforced in the HSA Program Handbook.

The District

1. The District retains full responsibility for compliance with all state and federal laws.
2. The District shall be responsible for collecting all required registration documents and information from the College, enrolling students in the District, and maintaining current student records for all students in the Program. This information shall be maintained by the District and shall include directory information, attendance records, assessment information, current schedules (with courses), and academic/grade history.
3. The District shall maintain a District transcript for all Students in the Program which shall include academic history from courses taken at the College.
4. The District shall maintain current schedules and grades for all Students in the Program, with each college course corresponding to appropriate corresponding District course codes.
5. The District will maintain and report data for all Students in the Program, including graduation rates, dropout rates, and student achievement on the state assessment(s).
6. The District and CBC will establish a process for an annual on-site monitoring by the District for compliance pursuant to WAC 392-121-188(15) and other terms of the Agreement. At a minimum, there will be an annual review of the Program.
7. The District maintains interest in the most appropriate programmatic placement for its students, and maintains the responsibility, per WAC 392-700-147 and Chapter 392-172A WAC, to be responsible for the provision of all special education services to any enrolled reengagement student that qualifies for special education in accordance with state and federal law.

The District or its delegate will maintain responsibility for providing information on enrolled reengagement students as requested by the High School Academy such as the determination of special education history, student education records, and the determination of whether the student or the student's parents wish to request a waiver of special education services.

If the High School Academy Program is determined to be an appropriate placement for the student as determined by the HSA Admissions Committee, District will determine if special education services are warranted and, if so, special education staff will develop and implement the student's Individualized Education Program (IEP) with cooperation from the Program staff and at the District's expense.

If accommodations required by Section 504 of the 1973 Rehabilitation Act are beyond what the Program is able to provide, the College will notify the District which will provide any additional necessary accommodations at the District's expense. The College also will notify the District of any students requesting special education services and will participate in District-led proceedings to determine if special education services are warranted and if College High School Academy Program is an appropriate placement for the student.

If the student is a resident of the District and the High School Academy Program is determined not to be an appropriate placement, the District will provide special education services to that student through another placement within the District.

Funding

It is the intent of the parties that funding for the Program will be provided with state apportionment monies through the Office of the Superintendent of Public Instruction (OSPI), at no tuition cost to the student, based on the definition of Full-Time Equivalent (FTE) provided in WAC 392-700-160(4), and consistent with the procedures set forth below.

1. CBC shall provide a monthly count of enrollment on the first day of each month to the District by the second school day of each month during the term of this Agreement. Consistent with WAC 392-700-160(4), FTE student enrollment will be defined and reported as 15 college credits constituting one FTE.
2. The District shall report to OSPI on the P223 and/or the P223S as a District vocational or regular student enrolled in the Program. The District will reimburse the College for each Annual Average FTE student served by the Program.
3. In order for an invoiced claim by College to be eligible for reimbursement, the Student on whose behalf the claim is issued must be enrolled in the Program, enrolled in the District, and have a College course schedule which reflects the Student's full-time equivalent (FTE) status in the Program. A Student's FTE status for monthly count shall be calculated using the credit hours of the Student's College schedule on the first school day of each of the ten months September through June. A student taking 15.0 quarter credits shall be counted as 1.0 FTE. High school credit will be granted for credits earned at CBC in the HSA Program. The conversion policy is: 1 high school credit equals 5 college credits (1 college credit equals .20 high school credits). 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. Consistent with WAC 392-121-136, no Student may be counted for more than 1.0 FTE on any monthly count date.
4. The rate of reimbursement paid to CBC per Annual Average FTE student will be based on the District apportionment rate per FTE student as calculated by OSPI, less 7% to be retained by the District to cover Program administration and indirect costs. Consistent with WAC 392-121-136, no student can be counted as more than 1.0 annual average FTE (AAFTE) for any school year.
5. The College will submit an invoice quarterly for the regular school year. The District will verify the data received for monthly enrollment submission to OSPI. The District will send the verified data to the College to use when invoicing. The District will remit payment within 30 days of receiving a proper invoice except for the final payment of the year which will be by June 30th if there is no Summer Quarter and by September 30th if there is a Summer Quarter.
6. The District, in coordination with the College, will determine if students enrolling in summer quarter HSA are eligible for nonstandard school year enrollment and may be claimed for AAFTE

attendance in lieu of attendance during the regular school year in accordance with RCW 28A.150.420 and WAC 392-121-123. The College will provide the District a list of students enrolling in Summer Quarter by July 14 to allow the District sufficient time to determine student eligibility.

In the event problems arise regarding the Program, both parties to the Agreement will make good faith efforts to resolve the same. During the course of this Agreement, all operations by either party pertaining to this Program shall be open to the inspection of either party. If any question or dispute should arise as to the adequacy of performance of this Agreement, prompt attempts will be made to resolve the question or dispute by conference of authorized representatives of both parties.

Each party to this Agreement shall defend, indemnify, and hold the other party, its appointed or elected officials, employees, officers, authorized agents, assigns, volunteers or representatives, harmless from claims, actions, injuries, damages, losses or suits including attorney fees and costs, arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement to the extent caused by the fault or negligence of the indemnitor, its appointed or elected officials, employees, officers, agents, assigns, volunteers or representatives.

KENNEWICK SCHOOL DISTRICT

Davee Bonel
Superintendent

10/4/2019
Date

COLUMBIA BASIN COLLEGE

[Signature]
Vice President for Administrative Services

10/7/19
Date