

**2009-2010 Interlocal Cooperative Agreement Between EdCC and ESD for EDCAP**

**Board Agenda**

**Date:** 09/08/2009  
**Submitted By:** Diane Grossenbacher, Career & Technical Education  
**Submitted For:** Mark Madison  
**Department:** Career & Technical Education  
**Agenda Category:** Consent

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**Information**

**Subject**

APPROVAL OF INTERLOCAL COOPERATIVE AGREEMENT BETWEEN EDMONDS COMMUNITY COLLEGE AND EDMONDS SCHOOL DISTRICT FOR THE EDMONDS CAREER ACCESS PROGRAM (EDCAP) FOR THE 2009-2010 SCHOOL YEAR.

**Recommendation**

It is recommended that the Board of Directors approve the Interlocal Cooperative Agreement regarding the Edmonds Career Access Program (EdCAP).

**Background**

The Edmonds School District contracts with Edmonds Community College to provide the EdCAP program, a district program providing vocational and regular education opportunities for eligible out of school individuals under the age of 22, but at least 16 years of age, who have not graduated from high school, and have been withdrawn from school for thirty (30) calendar days. Through this program, students meet state high school graduation requirements and receive a high school diploma while pursuing a college vocational certificate program. The EdCAP program has been in existence for several years, and serves to build a stronger partnership between Edmonds Community College and the Edmonds School District while meeting the needs of students at risk of failing to complete high school.

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**Fiscal Impact**

**Fiscal Year:**

**Amount Requested:**

**Source of Funds:**

**Account Code:**

**Fiscal Impact:**

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 or fee cost to the student, based on the definition of Full-Time Equivalent (FTE) provided in WAC 392-121-188(18), and consistent with the procedures set forth on the attached Interlocal Cooperative Agreement.

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**Attachments**

Link: [EdCap Agreement](#)

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**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Career and Technical Education (Originator)	Mark Madison	08/27/2009 08:51 AM	APRV
2	Asst Supt Limon	Linda Shipp	08/31/2009 01:58 PM	APRV
3	Superintendent's Office	Jo Ann Kerns	09/01/2009 10:26 AM	APRV

Form Started By: Diane Grossenbacher

Started On: 08/25/2009 09:06 AM

Final Approval Date: 09/01/2009

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**INTERLOCAL COOPERATIVE AGREEMENT**  
**BETWEEN**  
**EDMONDS COMMUNITY COLLEGE**  
**AND**  
**EDMONDS SCHOOL DISTRICT NO. 15**

This interlocal agreement (Agreement) is entered between Edmonds Community College (College) and the Edmonds School District # 15 (District), under the authority of RCW 39.34 (Interlocal Cooperation Act) and by formal action taken by the respective governing boards of the parties.

**A. Purpose.** It shall be the purpose of this Agreement to:

1. Provide vocational and regular education opportunities for eligible out-of-school individuals (Students) who are working toward course credits which can be converted to high school credits through the EDMONDS CAREER ACCESS PROGRAM (Program) operated by the College. Vocational courses must meet the requirements of OSPI vocational program certification.
2. Utilize the respective powers of the parties to this Agreement to provide educational opportunities to individuals who are under 21 by September 1 of each year, but at least 16 years of age, who have not met high school graduation requirements, and have been withdrawn from school for thirty (30) calendar days. The District may waive this thirty (30) day attendance requirement.
3. Build a stronger partnership between the College and the District for the benefit of Students.

**B. Duties and Responsibilities.** The parties agree to administer this Agreement through their designees in compliance with WAC 392-121-188 and the following:

**The College**

1. College shall be responsible for implementing Program, including the development of curriculum, subject to District approval under WAC 392-121-188(8).
2. College 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.
3. College shall collect all registration materials required by the District for enrollment of Students, including a completed P134 Registration Form, Immunization Form, current Transcript detailing academic history, and State Academic Testing Reports, and submit these materials to the District's Career and Technical Education (CTE) department before enrolling a Student in the program.
4. College will verify that the student has not met high school graduation requirements. College will verify Student's residence within the District and verify that the Student

is released by the District to attend Program. For all Students not residing within the District, College will obtain a signed release from the appropriate district of residence and provide this to the District's CTE department.

5. College will determine vocational-technical skills training and may administer appropriate testing.
6. College will ensure that all vocational instructors working with students in the Program hold valid vocational certificates.
7. For student enrollment during the September to June school year, the College shall provide a monthly enrollment count to the District by the 1<sup>st</sup> business day of each month during the term of this Agreement. The monthly enrollment report shall list each Student and list credits for that month. All final adjustments will be made by September 30 of the following school year.
8. For eligible student enrollment during the Summer Quarter (July and August), 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.
9. College will provide attendance records for all Students in the Program in accordance with district requirements and procedures.
10. College will, at the end of each college grading period, submit course grades for all Students to the District's CTE department for entry as part of each Student's academic record.
11. College shall notify District upon determining that a Student has ceased enrollment or participation in the Program.
12. Neither District nor College will discriminate against Students or prospective students in violation of state or federal law or regulation. The parties will comply with all state and federal laws and regulations regarding service to Students with disabilities.
13. College will prepare an annual report of Student success due to District no later than August 31 of each year to document the total number of students enrolled in the program, how many have earned credits and how many college credits they earned, how many have earned career program certificates, and how many have earned a high school diploma.

### **The District**

1. 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's CTE department, and shall include directory information, attendance records, assessment information, current schedules (with courses), and academic/grade history.
2. The District shall maintain a District transcript for all Students in the Program which shall include academic history from courses taken at the College.
3. The District shall maintain current schedules and grades for all Students in the Program, with each college course corresponding to a District course code.
4. The District will maintain and report data for all Students in the Program, including graduation rates, dropout rates, and student achievement on the High School Proficiency Exam (HSPE).

### **Students**

1. Students enrolled in Program shall abide by the College Student Rights and Responsibilities policies as identified in WAC 132y-125-004. All student disciplinary actions shall be governed by these policies.
2. Students enrolled in the Program shall bear responsibility for their own transportation to and from College.
3. Students seeking enrollment in the Program from outside the District shall be accepted upon condition that they commit to remain enrolled in the Program and continue to accrue credits toward completion of a career certificate and high school diploma. The District maintains the right to discontinue services to Students from outside the District who fail to maintain continuous enrollment and progress toward career certification and graduation.
4. Students accepted into the Program will be enrolled in a grade level based on their actual credits as verified by transcript. The student's Washington Graduation Year will be determined by the year in which they entered grade 9 in their previous district as verified by transcript. Graduation requirements will be determined by the Student's Washington Graduation Year.
5. Students enrolled in the Program prior to the summer quarter of 2008 will be allowed to complete the Program and obtain a high school diploma from the College under the existing 19 credit EDCAP graduation requirement.
6. Students who initially enroll in the Program for the summer quarter of 2008 or thereafter will be required to complete the graduation requirements of the District in order to obtain a high school diploma. This diploma will be issued by the District, not the College, and Students earning a diploma will be counted as graduates of the District.

**C. 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 or fee cost to the student, based on the definition of Full-Time Equivalent (FTE) provided in WAC 392-121-188(18), and consistent with the procedures set forth below.

College shall provide a monthly enrollment count to District by the first business day of each month during the term of this Agreement. Consistent with WAC 392-121-188 (18), FTE student enrollment will be defined and reported as 15 college credits constituting one FTE.

1. 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 College for each Annual Average FTE student served by the Program.
2. 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 nine months October through June. A student taking 15.0 quarter credits shall be counted as 1.0 FTE. Each quarter credit of the Student's schedule shall be counted as 1/15<sup>th</sup> 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.
3. The rate of reimbursement paid to College per Annual Average FTE student will be based on the District Basic Education Allocation per FTE student for Basic Education and the Vocational Enhancement per FTE student when applicable as calculated by OSPI, less 15% to be retained by the District to cover Program administration and indirect costs. Since the final OSPI rates for Basic Education and Vocational Enhancement are not available until after the start of the school year, initial reimbursements will be made based on the preliminary rates provided by OSPI. Once final rates are published, they will be the basis for subsequent reimbursements and payments based on preliminary rates will be adjusted accordingly. All adjustments will be included with the first reimbursement made following release of the final Basic Education and Vocational Enhancement rates. Consistent with WAC 392-121-133, no student can be counted as more than 1.0 annual average FTE (AAFTE) for any school year.
4. College will submit an invoice monthly 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 30<sup>th</sup> if there is no Summer Quarter and by September 30<sup>th</sup> if there is a Summer Quarter."
5. The District, in coordination with the College, will determine if students enrolling in summer quarter are eligible for nonstandard school year enrollment and may be claimed for annual average full-time equivalent (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 1<sup>st</sup> to allow the District sufficient time to determine student eligibility. The District will remit payment to the College for nonstandard school year enrollment by September 30<sup>th</sup>.

**D. Term and Termination.** This Agreement shall be effective for the period beginning September 1, 2009 and ending August 31, 2010. This Agreement may be terminated without cause at the end of an academic year by giving written notice to the non-terminating party at least forty-five (45) calendar days in advance of the proposed termination date. Written notice of termination shall be deemed to have been given (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 the District and the President of College or designees.

**E. Disputes.** Both parties agree to make good faith efforts to resolve disputes at the lowest level possible. If a dispute should arise as to the adequacy of performance of this Agreement, it shall be resolved promptly by conference of authorized representatives of both parties. If the matter cannot be resolved, the parties shall submit the matter to the Superintendent of the District and President of the College for resolution. In the unlikely event that such dispute cannot be resolved to the satisfaction of both parties at the Superintendent-President level, the parties may agree to submit the matter to binding arbitration in accordance with the rules of the American Arbitration Association then in effect. Each party shall be responsible to pay one-half of the fees and expenses of the arbitrator.

**F. Records.** All operations of, and accounting by, either party pertaining to this Agreement shall be open to the inspection of either party.

**G. Indemnification.** As part of the terms of this agreement, each party shall each be responsible for the consequences of any act or failure to act on the part of itself, its directors, employees and its agents. Each party shall be responsible for its own negligence, and neither party shall indemnify or hold the other party harmless; neither party assumes responsibility to the other party for its consequences of any act or omission of any person, firm or corporation not party to this agreement. In the event of fiscal recapture due to inconsistencies or misinterpretation of law, both parties agree to collaboratively address the issue or issues and seek a collaborative solution.

**H. Applicable Law.** This Agreement is entered into pursuant to and under 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 any inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the consistency shall be resolved by giving precedence in the following order:

- (1) applicable state and federal statutes and rules;
- (2) statement of work herein; and
- (3) any other provisions of the Agreement, including materials

incorporated by reference.

**I. No Separate Entity Created.** No separate legal or administrative entity is intended by this Agreement.

**J. Amendment and Waiver.** 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.


**K. Entire Agreement.** This constitutes the entire agreement of the parties and supersedes any previous written or oral agreements. Any other agreement, representation, or understanding, verbal or otherwise, relating to the services of College and the District, 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 and effect whatsoever.

**CONTRACT MANAGEMENT**

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this contract.

Contract Manager for COLLEGE is:	Contract Manager for DISTRICT is:
<p><b>Contract Mgr Name</b> <u>Karen Johnson</u> <b>Contractor Name</b> <u>Edmonds Community College</u> <b>Address</b> <u>20000-68<sup>th</sup> Avenue West</u> <b>City, State Zip Code</b> <u>Lynnwood, WA 98036</u> <b>Phone:</b> <u>(425) 640-1393</u> <b>Fax:</b> <u>(425) 640-1016</u> <b>E-mail address:</b> <u>kjohnson@edcc.edu</u></p>	<p><b>Contract Mgr Name</b> <u>Mark Madison</u> <b>Agency Name</b> <u>Edmonds School District</u> <b>Address</b> <u>20420 68<sup>th</sup> Avenue West</u> <b>City, State Zip Code</b> <u>Lynnwood, WA 98036</u> <b>Phone:</b> <u>(425) 431-7124</u> <b>Fax:</b> <u>(425) 431-7089</u> <b>E-mail address:</b> <u>madisonM@edmonds.wednet.edu</u></p>

For Edmonds School District No. 15:

  
Superintendent

9/8/09  
Date

For Edmonds Community College:

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Kevin McKay,  
Interim Vice President of Finance & Operations

\_\_\_\_\_  
Date

Revised \_\_\_\_\_