

HIGHLINE COLLEGE

INTERLOCAL AGREEMENT BETWEEN HIGHLINE COLLEGE AND FIFE SCHOOL DISTRICT

THIS INTERLOCAL AGREEMENT is made and entered into by and between Highline College, ("The College"), an agency of the State of Washington, and Fife School District, hereinafter referred to as "Fife SD", pursuant to the authority granted by Chapter 39.34 RCW (Interlocal Cooperation Act).

I. PURPOSE

It is the purpose of this agreement to provide a comprehensive post-secondary transition program, ACHIEVE, to individuals with intellectual and developmental disabilities from Fife School District.

II. SCOPE/STATEMENT OF WORK

The College shall furnish the necessary personnel, curriculum, facilities and classrooms necessary for or incidental to the offering of a comprehensive post-secondary transition program, ACHIEVE, to Brandon Kasner. Students must be at least 18 years of age to participate in the ACHIEVE program. The particulars of each party's responsibilities are set forth in Attachment "A."

III. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on September 1, 2020, and be completed on June 30, 2021, unless terminated sooner or extended, as provided herein.

IV. COMPENSATION/PAYMENT

Fife SD will pay The College two thousand five hundred dollars (\$2,500.00) per student per quarter for Fall, Winter and Spring quarters, not to exceed seven thousand five hundred dollars (\$7,500.00) per student. THE COLLEGE will invoice the District at the beginning of each quarter.

V. INDEPENDENT PARTIES

The College and Fife SD are separate and independent from each other. No officer, employee, or agent of either party shall be deemed to be an officer, employee, or agent of the other party.

VI. LIABILITY AND INDEMNIFICATION

Each party shall be responsible for the acts and omissions of itself and its officers, employees, and agents acting as such. Neither party shall be considered the agent of the other. Neither party shall be responsible for the acts or omissions of the other party. Neither party shall be responsible for the acts or omissions of a third party who is not a party to this Agreement.

VII. INSURANCE

Each party warrants that it carries comprehensive general liability, professional liability, and other insurance or is self-insured in amounts adequate to cover risks and associated with its obligations under this Agreement. The College, as an agency of the State of Washington, is covered by the State of Washington Self-Insurance Program and the Tort Claims Act (Chapter 4.92 RCW). Claims against the College and its employees, officers, and agents in the performance of their duties under this Agreement will be paid from the

tort claims liability account as provided in Chapter 4.92 RCW. The parties agree to provide evidence of insurance or coverage upon request.

VIII. NON-DISCRIMINATION/CULTURAL DIVERSITY POLICY

The parties shall comply with all applicable federal, state and local laws regarding discrimination, during the performance of this Agreement.

The College actively promotes and supports a learning and work environment which ensures social justice, mutual respect, understanding, civility, and nonviolence. The College is committed to the elimination of discrimination based on biological sex, gender identity and expression, sexual orientation, race, ethnic background, national origin, class, economic status, age, military and veteran status, disability, language, culture, and religious beliefs.

IX. INTEGRATION/MODIFICATIONS

This Agreement constitutes the entire agreement between the parties and supersedes and cancels any other prior agreement, arrangements, and communications, whether written or oral, between the parties referring to the subject matter of this Agreement. This Agreement may only be modified, amended, or changed by mutual written agreement executed by both parties.

X. TERMINATION

This Agreement may be terminated by either party by providing a 30-day written notification to the other party. If this Agreement is so terminated, the parties agree to be responsible for all performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

XI. FORCE MAJEURE

If the College is unable to provide its service because of an occurrence that is beyond its control and could not have been avoided by exercising reasonable diligence, including but not limited to, acts of God, war, riots, strikes, fire, floods, epidemics, state budget crises, tool or equipment failure, or other similar occurrences, then the College shall have no responsibility or liability to Fife SD for any losses suffered whatsoever.

XII. CHOICE OF LAW/VENUE

This Agreement shall be governed by the laws of the State of Washington without regard to the conflict of the law rules of any jurisdiction. Every dispute concerning the interpretation or effect of this Agreement and/or the services delivered hereunder must be resolved in the federal or state courts located in King County, Washington. Both parties hereby agree to the exclusive personal jurisdiction, subject matter jurisdiction, and venue of these courts.

XIII. 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 consents of the other party.

XIV. MANAGEMENT

The Manager for this Agreement for each of the parties (listed here) shall be the contact person for all communications, including billings, regarding the performance of this Agreement:

Highline College

Julie Pollard
2400 S. 240th St., MS 99-180
Des Moines, WA 98198
206-592-3556

Fife SD

Nancy Fitta
5802 20th Street
Tacoma, WA 98424
253-517-1030

XV. OTHER GENERAL PROVISIONS/CONDITIONS

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services 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 from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by The 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.

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 30 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.

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.

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.

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.

IN WITNESS WHEREOF, the parties have executed this Agreement.

HIGHLINE COLLEGE

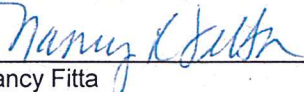


6/2/20

Michael V. Pham
Vice President for Administration
2400 South 240th Street
Des Moines, WA 98198

Date

RIFE SCHOOL DISTRICT



6-17-2020

Nancy Fitta
Director of Special Programs
5802 20th Street
Tacoma, WA 98424

Date

Attachment A: Statement of Work

Highline College

The college's duties and obligations under this agreement shall be as follows:

- The college will provide staff support as determined by the student's needs and individual plan.
- The college will implement district specially designed instructional programming for all community, campus and classroom teaching and learning opportunities.
- The college will facilitate student participation and access to college faculty or staff members and community organizations to assist students with reaching goals.
- The college will provide students with an assigned Academic Advisor and Employment Consultant to assist with meeting identified goals.
- The college will provide the students with information and access to employment opportunities.
- The college will attend and contribute to student-led IEP meetings as required.
- The college will provide quarterly reports to district on student progress.
- The college will continue the work started by the district to connect students and families with additional resources that support goals identified in student plan, e.g. King County Developmental Disabilities and Early Childhood Supports Division, Washington State Developmental Disabilities Administration, Washington State Division of Vocational Rehabilitation, Social Security, etc.

Tukwila School District

The school district's duties and obligations under this agreement shall be as follows:

- The school district will assist student and families to make initial contact with resources that support goals identified in student plan, e.g. King County Developmental Disabilities and Early Childhood Supports Division, Washington State Developmental Disabilities Administration, Washington State Division of Vocational Rehabilitation, Social Security, etc.
- The school district agrees to provide one point of contact for program information and referral.
- The school district agrees to promptly remit payment within 30 days of receipt of invoice per amount as described in Section IV of this Agreement. The payment is inclusive of student tuition, books, fees, and other supported education services.
- The school district will coordinate with the student to develop a transportation plan to address transportation needs to and from the college and home.
- School district will continue to schedule, design, and monitor student IEPs.
- School district will collaborate with designated college staff for changes to student IEPs.
- School district staff will have regular contact with students and/or monthly on-campus visits.
- The school district will provide related services and/or instruction (e.g. speech, OT/PT) as determined in the IEP.
- The school district will provide copies of evaluations and IEP at point of referral and as reevaluated and renewed.