

**Washington Student Achievement Council Interagency Agreement No. 25IA159**

**INTERAGENCY AGREEMENT  
BETWEEN  
THE STATE OF WASHINGTON  
WASHINGTON STUDENT ACHIEVEMENT COUNCIL  
AND  
CLOVER PARK TECHNICAL COLLEGE**

**THIS AGREEMENT** is made and entered into by and between the Washington Student Achievement Council, hereinafter referred to as the "WSAC," and the Clover Park Technical College hereinafter referred to as the "CPTC" pursuant to the authority granted by Chapter 39.34 RCW.

**IT IS THE PURPOSE OF THIS AGREEMENT** to provide the framework for the administration of scholarships granted to institutions of higher education participating in the pilot program for Running Start (RS). This agreement outlines, in the Statement of Work and Exhibit A, the process by which reimbursement of scholarships to eligible low-income students enrolled at CPTC and participating in RS will be achieved and maintained.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**STATEMENT OF WORK**

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

**PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall commence on 11/28/2023, or date of execution, whichever is later, and be completed on 6/30/2024; subject to mutual agreement, the term of this Contract may be extended for up to one (1) additional year, unless terminated sooner as provided herein.

**PAYMENT**

Compensation for the work provided in accordance with this Agreement has been established under the terms of Chapter 39.34 RCW. The parties have determined that the cost of accomplishing the work herein will not exceed sixty thousand dollars (\$ 60,000). 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 reimbursed based on the actual allowed book voucher and course or lab fees incurred by the College for eligible students participating in RS.

**FUNDING**

Funding for this grant program is provided by WSAC. Funding is not guaranteed and is based on approval of eligibility and program compliance. Reimbursements are based on fund availability currently set at \$750,000 for the entire program. Expenditures will be capped at this amount for all grant recipients. Any requests for reimbursement above this amount will be denied.

**BILLING PROCEDURE**

CPTC shall email quarterly detailed invoices of allowable fund expenditures to [accountspayable@wsac.wa.gov](mailto:accountspayable@wsac.wa.gov). Include Interagency Agreement No. 25IA159 on the invoice and CPTC's Statewide Vendor Number.

Payment to CPTC for approved and completed work will be made by warrant or account transfer by the WSAC 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.

<b>Period</b>	<b>Invoice Due Date</b>
Fall Quarter	December 31, 2023
Winter Quarter	March 31, 2024
Spring Quarter	June 30, 2024

**DISALLOWED COSTS**

CPTC is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

**RECORDS MAINTENANCE**

The parties to this Agreement shall each maintain books, records, documents, and other evidence that sufficiently and properly reflects 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 either party, 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 to, 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 ensure 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 WSAC. 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 transfer these rights.

## **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.

## **AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

## **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.

## **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 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.
- c. Any other provisions of the agreement, including materials incorporated by reference.

### **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.

### **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.

### **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.

Program Manager for WSAC:

**Rathi Sudhakara**, Assistant Director, Policy and Planning  
PO Box 43430, Olympia WA 98504-3430  
(360) 485-1212, [rathis@wsac.wa.gov](mailto:rathis@wsac.wa.gov)

Program Manager for CPTC:

**Cristeen Crouchet**, Dean, Student Success  
4500 Steilacoom Blvd. SW, Lakewood WA 98499  
253-589-5895, [Cristeen.crouchet@cptc.edu](mailto:Cristeen.crouchet@cptc.edu)

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

State of Washington  
Clover Park Technical College

State of Washington  
Washington Student Achievement Council

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Signature / **Lisa Beach**  
Position Title: Interim Vice President for Finance

Signature / **Brian Richardson**  
Chief Financial Officer

Date Signed: 1/16/2024

Date Signed: 1/17/2024

## **Interagency Agreement No. 25IA159 Exhibit A Dual Enrollment Scholarship Program Description**

### **Program overview**

The 2019 Legislature passed House Bill 1973 establishing the Dual Enrollment Scholarship pilot program to be administered by the Washington Student Achievement Council (WSAC), providing financial assistance to eligible students enrolled in dual credit programs such as College in the High School (CiHS) and Running Start (RS) at participating pilot sites. Two recent changes have adapted this pilot program:

- The 2020 Legislature passed Senate Bill 6374, expanding the Dual Enrollment Scholarship Pilot Program coverage for –
  - “Apprenticeship materials as determined appropriate by the college or university to pay for specific course-related material costs, which may include occupation-specific tools, work clothes, rain gear, or boots.”
- The 2023 Legislature passed Senate Bill 5048 which eliminated the use of these funds for College in the High School programs.

WSAC will allocate \$750,000 per year for the biennium for the fiscal year 2024 and fiscal year 2025 for Dual Enrollment Scholarship Pilot. The equity goals of the Dual Enrollment Scholarship Pilot program for RS sites are:

- To offer additional financial supports and remove barriers to low-income students currently enrolled in RS.
- To ultimately increase the number of low-income students participating in RS.

### **Dual Enrollment Scholarship pilot eligibility**

Eligible students will be:

- FRPL eligible
- Enrolled in at least one RS course.
- And have at least a 2.0 GPA.

Must apply after existing subsidies, book vouchers, and fee waivers for low-income students. In other words, this is a “last-dollar” scholarship that should not supplant current financial assistance offered to eligible students. Instead, the scholarship should be offered in addition to these other supports.

### **Scholarships will cover:**

- Materials and supplies that are deemed necessary for successful participation in professional technical degrees, certificates, and apprenticeship programs.
- Mandatory fees prorated based on credit load.
- Textbook vouchers worth \$10 for each credit per quarter up to a maximum of 15 credits per quarter.
- Course or lab fees as determined appropriate by college or university policies to pay for specified course related costs.

The scholarship cannot be used for consumable fees, application fees, or for fees that are charged back to the college.

**Application process & timeline:**

- Institutions of higher education interested in serving as a Dual Enrollment Scholarship pilot site should submit the [DES Interest Form](#).
- If your college or university offers pre-apprentice or apprentice programs that are open and accessible to Running Start students, provide details on these programs on the last question on the DES Interest Form.
- October 27, 2023: Priority deadline to submit the DES Interest form. WSAC may request additional information upon receipt of the DES Interest Form.
- November 13, 2023: Successful applicants will start receiving an email confirmation of their acceptance to be a DES site.
- January 31, 2024: Final deadline to apply for Fiscal year 2023-24.
- A rolling review will take place until funds are expended.

**Please note that selected institutions will need to sign an Inter-Agency Agreement (IAA) that includes the Statement of Work, Period of Performance and Assurances.**

**DES pilot site responsibilities:**

If selected as a location for the pilot program, your institution agrees to participate in the program, to fulfill all reporting and tracking obligations.

- Pilot sites must submit quarterly invoices on or before December 31, 2023, March 31, 2024 and June 30, 2024 and will be reimbursed accordingly.
- Outcomes and demographics data will be collected to evaluate participation and completion measures.
  - In order to evaluate pilot program effectiveness and determine if the program is meeting program goals, the participating IHE must submit aggregate data (not student-level) on student enrollment, course enrollment, credits, grades, and degree earned by all RS students and by scholarship recipients to WSAC on an annual basis. Student demographic data will also be collected.
  - WSAC will provide the data table template to collect this information from pilot site locations subsequent to signing the agreement.
- Failure to meet the contract deliverables, including the submission of quarterly invoices and performance measure data may result in termination of the agreement.

**Inter-Agency Agreement (IAA) details:**

- RS scholarships will be reimbursed to institutions quarterly for the period of the IAA.
- WSAC will reimburse the institutions for allowable expenditures for eligible students within 30 days of receipt of the invoice.