

- B. The parties agree that any litigation concerning this Agreement must be brought in the Fourth Judicial District in and for the County of Missoula, Montana, and each party shall pay its own costs and attorney fees.
- C. Any enlargement, alteration, or modification of this Agreement requires a written amendment signed by both parties.
- D. This Agreement will be filed with the Missoula County Clerk and Recorder and the Montana Secretary of State in accordance with MCA § 7-11-107.

MONTANA DIGITAL ACADEMY

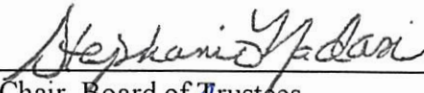
By: 
 Chair, Montana Digital Academy

Date: 9/16/2020

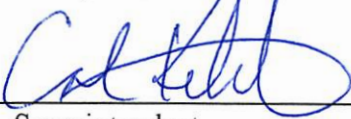
By: 
 Executive Director

Date: 9/16/2020

WEST VALLEY ELEMENTARY DISTRICT

By: 
 Chair, Board of Trustees

Date: 9/15/2020

By: 
 Superintendent

Date: 9/15/2020

VI. Property

The parties do not anticipate that any property, real or personal, will be jointly acquired under this Interlocal Agreement. Each party will be responsible for securing such property and equipment as may be necessary to fulfill their respective obligations under this Agreement.

VII. Termination

- A. Either party may withdraw from and terminate this Agreement upon lawful resolution of its respective District Board of Trustees or MTDA Governing Board and serve of a written notice of the resolution upon the other party within 60 days of the resolution.
- B. The parties may mutually agree to terminate this Agreement at any time. Termination of the agreement shall be effective at the conclusion of the current academic period to avoid substantial disruption of the educational services to students currently enrolled in MTDA remote learning courses.

VIII. Indemnification

- A. The District will indemnify and hold harmless MTDA, its agents, employees, representatives, and trustees from and against any and all claims, demands, liabilities, suits, or actions, including all reasonable expenses and attorneys' fees, suffered or incurred by or imposed upon MTDA by virtue of any negligence, fraud, willful or intentional injury, or violation of the law on the part of the District and any District student attendant to any of its actions under this Agreement.
- B. MTDA will indemnify and hold harmless the District, its students, agents, employees, representatives, and trustees from and against any and all claims, demands, liabilities, suits, or actions, including all reasonable expenses and attorneys' fees, suffered or incurred by or imposed upon the District by virtue of any negligence, fraud, willful or intentional injury, or violation of the law on the part of MTDA attendant to any of its actions under this Agreement.

IX. Compliance with Laws

The parties agree to conduct their respective activities under this Agreement in a manner that complies with all applicable laws, regulations, rules and ordinances of the federal, state, and local governments. They agree that they will not engage in any activity or practice that constitutes illegal discrimination and agree to comply with all applicable state and federal discrimination laws, including but not limited to the Montana Human Rights Act and the Governmental Code of Fair Practices. Each further agrees to indemnify and hold harmless the other with respect to any liability, costs or expenses (including attorneys' fees and costs) incurred as a result of that party's failure to fulfill its obligations under this Section.

X. Miscellaneous Provisions

- A. The laws of the State of Montana shall govern this Agreement.

There will be no separate legal entity or “joint board” created for the purposes of administering this Agreement.

III. Distance and Online Learning

The Parties will cooperate to ensure that District students have access to the online learning opportunities provided by MTDA.

IV. MTDA Responsibilities

- A. MTDA will provide an array of distance learning options for District, including the following:
 - 1. Internet based online learning courses and software for students including EdReady Montana.
 - 2. Teaching services in support of district students enrolled in MTDA courses
 - 3. Help desk services to support students, local staff, parents and answer questions
 - 4. Training for local district staff facilitating the online program (i.e. administrators, teachers, counselors and others) in support of local students enrolled in MTDA courses and using MTDA software tools.
- B. MTDA warrants that it maintains sufficient workers compensation insurance coverage for its employees.
- C. MTDA retains responsibility for payment of retirement system contributions for its employees, if any.

V. District Responsibilities

- A. The District shall consent to its students registering and participating in course work facilitated by MTDA. The District will assign and transcript school credits to be awarded to students for each course offered facilitated by MTDA.
- B. The District shall develop and supply students with information and access to services provided by MTDA under this Agreement. The District’s authorized representatives (school counselors or administrators) shall monitor and evaluate student participation in services facilitated under this Agreement.
- C. The District warrants that it maintains sufficient workers compensation insurance coverage for its employees.
- D. The District retains responsibility for payment of retirement system contributions for its employees, if any.

INTERLOCAL AGREEMENT

This Interlocal Agreement is entered into by and between the **West Valley Elementary District** (the District), 2290 Farm To Market Road Kalispell, Montana 59901, and the **Montana Digital Academy (MTDA)**, Phyllis J. Washington College of Education, The University of Montana, 32 Campus Drive – Room 365, Missoula, Montana. The District is hereby designated as the Prime Agency for administering this Agreement, and the MTDA is designated as a Cooperating Agency.

Recitals

Whereas, Title 7, Chapter 11 of the Montana Code Annotated permits and encourages public agencies, including school districts and the Montana Digital Academy, to make the most efficient use of their powers by enabling them to cooperate with other government entities on a basis of mutual advantage and thereby to provide services and facilities in a manner which will promote maximum utilization of local resources for the benefit of both communities and the taxpayers therein; and,

Whereas, Title 7, Chapter 11 of the Montana Code provides that an Interlocal Agreement shall be authorized and approved by the governing body of each party to said Agreement; and,

Whereas, MTDA and the District wish to set forth a cooperative framework under which the resources and capabilities of both entities can be effectively brought to bear in providing District students with distance learning opportunities as described in MCA 20-7-1201

In consideration of the foregoing recitals and the following terms and conditions, it is agreed as follows:

I. Term

This agreement shall begin once the School District enters a student into the Genius Student Information System and shall be in effect until 30 days after request for separation from the School District, completion of all active student enrollments, AND the School District clicks the “Deidentify Student Information” in the Genius Student Information System of each registered student, unless terminated earlier by mutual agreement of MTDA and the School District.

II. Administration

The parties shall jointly administer the structures and programs contemplated herein. The parties agree that the following persons shall be responsible for the administration of the Agreement:

District: [Cal Ketchum, West Valley Elementary District]

MTDA: [Robert Currie, Executive Director]