

**STATE OF NORTH CAROLINA
COUNTY OF DURHAM**

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into this the ____ day of _____, 2015 by and between the City of Durham, North Carolina (“the City”), and the Durham Public Schools Board of Education (“the Board”), collectively hereinafter referred to as the “Parties”.

WITNESSETH:

WHEREAS, the City’s Office of Economic and Workforce Development (“OEWD”) operates the Durham YouthWork Internship Program (“the Program”), which offers Durham youth ages 14-21 the opportunity to gain work experience and develop skills through employment opportunities in and around Durham;

WHEREAS, the Board’s Career and Technical Education (“CTE”) program has budgeted funding for work-study programs for economically disadvantaged students;

WHEREAS, the Board and OEWD wish to provide paid internships for CTE students who are economically disadvantaged;

WHEREAS, OEWD and the Board are authorized to enter into an interlocal agreement pursuant to N.C. Gen. Stat. § 160A-460 *et seq.*;

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Purpose: The purpose of the Agreement is to provide high quality, paid internships to economically disadvantaged CTE students through the Program.

2. Duration: The Agreement shall remain in effect to and including August 30, 2015, and may be renewed thereafter on an annual basis subject to funding availability and approval by the Parties.

3. Administration of Agreement: The CTE Director and the Director of OEWD or their designees shall be responsible for administering and undertaking the obligations of the respective Parties they represent consistent with the terms of this Agreement.

4. Financing: CTE funding budgeted for work-study programs shall be transferred to OEWD for use solely as compensation to CTE students participating in the Program. CTE compensation shall include all internship costs depicted in Exhibit A, “Internship Cost Estimate per Student.” All other program costs shall be paid by OEWD.

a. In year one of the Agreement (2015), work-study funding in the amount of \$75,000 shall be transferred to OEWD by June 2, 2015, to facilitate summer internship enrollment.

b. In all subsequent years, if the Agreement is renewed, available CTE funding shall be transferred to OEWD by September 15, 2015, to facilitate internship enrollment throughout the academic year.

5. Obligations and Rights of OEWD:

a. In 2015, OEWD will designate up to fifty (50) internship positions for eligible CTE students, as identified by the Board per Section 6(b) below. In subsequent years, OEWD will designate as many internship positions as the CTE work-study budget allows assuming the levels of compensation in Section 5(d) below.

b. OEWD is responsible for coordinating and managing the internships of eligible CTE students through the Program. The parties acknowledge that the Program is a non-school activity over which OEWD maintains exclusive control and decision-making authority, to the extent permitted by this Agreement, federal and state laws and regulations, and Board policy. OEWD is responsible for complying with all

applicable federal and state laws and regulations and selecting appropriate employers for internship placements.

c. OEWD will make all efforts to place eligible students identified by the Board in internship positions relating as closely as possible to the students' expressed career interests.

d. OEWD will compensate each of the placed eligible students using CTE funding. OEWD will use CTE funding exclusively for the compensation of eligible students participating in the Program, including all internship costs depicted in Exhibit A, "Internship Cost Estimate per Student." Any funds remaining at the end of the term of this Agreement shall be used to fund CTE internships during the following school year, in the event the Agreement is renewed, or returned to the Board, in the event the agreement is not renewed. OEWD is responsible for complying with all applicable tax laws, including any required withholding.

i. Placed students aged fourteen and fifteen will be paid minimum wage.

ii. Placed students aged sixteen and older will be paid one dollar per hour over minimum wage.

e. At the conclusion of each summer internship cycle, OEWD will provide the Board with a report of students who were placed in internships and whether they completed the internships, as well as a financial reporting of CTE funds spent on such internships.

6. Obligations and Rights of the Board:

a. The Board will transfer CTE funding to OEWD according to the schedule established in Section 4 above.

b. The Board will identify up to fifty (50) students, corresponding to the number of OEWD-designated positions, who are enrolled in CTE courses and who meet the criteria established by CTE for eligible economically disadvantaged students.

c. The Board will encourage identified students to apply for the OEWD-designated internship positions and will assist with the application process.

7. Entire Agreement: This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior and contemporaneous discussions, promises, representations, agreements, and understandings relative to the subject matter of this Agreement.

8. Amendment: This Agreement may not be amended without the mutual written consent of both Parties.

9. Termination: Either party may terminate this Agreement by providing thirty (30) days' written notice to the other.

10. Notices: All notices required to be given hereunder shall be by personal delivery, UPS, Federal Express, a designated delivery service authorized pursuant to 26 U.S.C. 7502(f)(2), or certified United States mail, return receipt requested, addressed as follows. The parties are requested to send a copy by email.

Board: CTE Director
511 Cleveland Street
Durham, NC 27702
Email: richard.sheldahl@dpsnc.net

City: OEWD Director
301 W. Morgan Street
Durham, NC 27701
Email:

11. Governing Law: North Carolina law shall govern this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

**[SEAL]
ATTEST:**

**DURHAM PUBLIC SCHOOLS
BOARD OF EDUCATION**

By: _____
Secretary

Chairman, Board of Education

This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act.

Finance Officer
Durham Public Schools Board of Education

State of North Carolina

**ACKNOWLEDGMENT BY DURHAM
PUBLIC SCHOOLS**

County of _____

I, a notary public in and for the aforesaid county and state, certify that

_____ personally appeared before me this day and stated that he or she is _____ Secretary of the Durham Public Schools Board of Education, a body corporate, and that by the authority duly given and as the act of said Board, the foregoing contract or agreement with the City of Durham was signed in its name by its Chairman, sealed with its corporate seal, and attested by himself or herself as its said Secretary or Assistant Secretary. This the _____ day of _____, 20____.

My commission expires:

Notary Public

CITY OF DURHAM
ATTEST:

City Clerk

By: _____

City Manager

Preaudit Certificate:

ACKNOWLEDGMENT BY CITY OF DURHAM

Name of other party to the contract:

Title of the contract:

I, _____, a notary public, certify:
(Type or print name of Notary Public)

(1) _____ personally appeared before me (Type or print name of City Clerk or Deputy City Clerk who attested) in Durham County, N. C. on this day; (2) I have personal knowledge of her identity; and (3) she acknowledged that by authority duly given and as the act of the City of Durham, the foregoing document was signed in its corporate name by its _____ City Manager, sealed with its corporate seal, and attested by its said City Clerk or Deputy City Clerk.

This the _____ day of _____, 20_____.

My commission expires:

Notary Public