



**Central Washington University
College in the High School**

**Interlocal Agreement
2022-2023 Academic Year**

Parties

This Interlocal Agreement (hereinafter “Agreement”) has been developed between Central Washington University (“CWU”) and Kennewick School District (“School District”) to govern their relationship in administering the College in the High School Program for the 2022-2023 academic year. It is intended to define the conditions under which students (hereinafter “student”) may enroll in CWU courses, and to establish operational rules for enrollment in courses offered at high school sites.

Purpose

The College in the High School Program operated by CWU is intended to provide access for advanced study for qualified high school students in a manner that minimizes enrollment barriers. This Agreement refers to the College in the High School Program at high school locations where students enroll in CWU courses at high school locations. In accordance with RCW 28A.600.287, students will receive college credit from CWU upon successful completion of a College in the High School course.

A. Funding and Fees (Non-State Funded Schools)

This Section A applies to College in the High School student enrollments for which state funding subsidies are not provided.

1. RCW 28A.600.287, as currently enacted or hereafter amended, defines the College in the High School program for the School District, CWU, and the student.
2. CWU will provide a monthly enrollment count to individual schools. This information will be e-mailed to the individual(s) listed in section A.6. These reports must be regularly reviewed for accuracy by each school.
3. The parties to this Agreement shall maintain documentation supporting College in the High School student enrollment. If a student stops attending class, but fails to officially withdraw from CWU, the student/School District will not be reimbursed, in accordance with CWU’s tuition reimbursement policies.
4. CWU will invoice for all registered students a fee of \$50.00 per CWU credit. School District has two options for how this fee is paid. The first option is for School District to be responsible for fees and to remit payment to CWU, and the second option is for CWU to directly bill the students for the fees. Below, School District is to select its billing method(s) by checking the appropriate box(s). Both billing methods can be selected. With CWU’s current online registration system, the School District has the ability to select the appropriate funding for each student and their registration(s).

Selecting both funding models allows for greater flexibility, if for example, the School District has outside funding to cover some costs. The billing method(s) selected cannot be changed after September 30th, 2022.

Please select from the following billing methods:

School District will remit payment to CWU.

School District would like to have CWU invoice students directly.

5. If School District uses CWU Testing Services, the testing fee of \$15 per exam taken by each student is automatically billed to the School District on a monthly basis. See Section G for more information about testing.

6. In the space below, the School District is to indicate who is to receive all invoice correspondences. It is important that this person or persons review and verify all invoice correspondences sent from CWU and remit payment to CWU in a timely manner. Payment is due within 60 days of School District's receipt of each CWU invoice. CWU reserves the right to assess interest on past-due amounts, at the rate of 1% per month, in accordance with applicable law.

Contact #1

First and Last Name: Rhonda Pratt

Title: Director of Secondary Education

Email: rhonda.pratt@ksd.org

Phone Number: 509-222-6534

Address to send invoices to:

Kennewick School District
1000 W. 4th Avenue
Kennewick, WA 99336

Contact #2

First and Last Name: Denise Morgan

Title: Secretary Secondary Education

Email: denise.morgan@ksd.org

Phone Number: 509-222-5626

Address to send invoices to:

Kennewick School District
1000 W. 4th Avenue
Kennewick, WA 99336

7. The College in the High School Program is available during fall, winter, and spring quarters.

B. Funding and Fees (*State Funded Schools*)

This Section B applies to College in the High School enrollments for which state funding subsidies are provided.

1. WAC 392-725-325, as currently enacted or hereafter amended, defines the method of reimbursement by the School District to CWU for each College in the High School student.
2. For College in the High School funding purposes, each student is eligible to enroll based upon OSPI's prioritized subsidy list pursuant to RCW 28A.600.290(1).
3. CWU will provide a monthly enrollment count to individual schools. This information will be e-mailed to the individual(s) listed in section A.6. These reports must be regularly reviewed for accuracy by each school.
4. CWU will invoice the School District for all eligible participating students, at the maximum rate set forth for this purpose by the State of Washington through the omnibus appropriations act referenced in RCW 28A.600.290, based on the information provided on the monthly report. All invoices will be sent by CWU to the School District designee as directed by the School District in section A.6.
5. The College in the High School Program is available during the fall, winter and spring terms.

C. Eligibility

1. High school freshman, sophomores, juniors and seniors are eligible to participate in the College in the High School program as defined by RCW 28A.600.287 and as provided by WAC 392-725.
2. Attachment A hereto lists all courses the School District is approved to offer as part of the College in the High School program. All participating School District teachers must follow and be in compliance with all applicable CWU requirements and policies, including but not limited to those listed in section I2 and I3 of this Agreement and the Instructor and Partner Handbooks, available at <https://www.cwu.edu/college-hs/forms>.

D. Credits

1. In accordance with RCW 28A.600.287(7), School District must grant high school credit to a student enrolled in a program course if the student successfully completes the course. If no comparable course is offered by the School District, the district superintendent shall determine how many credits to award for the course. The determination shall be made in writing before the student enrolls in the course. The credits shall be applied toward graduation requirements. Evidence of successful completion of each program course shall be included in the student's secondary school credits and transcript.

2. In accordance with RCW 28A.600.287(8), CWU must grant college credit to a student enrolled in a program course if the student successfully completes the course. The college credit shall be applied toward general education or major requirements. Evidence of successful completion of each program course must be included in the student's college transcript.
3. The School District shall establish on a course-by-course basis the amount of high school required or elective credit, or combination thereof, that shall be awarded for each CWU course successfully completed by the student based upon the conversion rate set forth in WAC 180-51-050; one high school credit (Carnegie Unit) is the equivalent of five university quarter credits of course work that is generally designated 101 level or above by CWU.
4. Pursuant to WAC 392-725-200(3), within five School District business days of a student's request for confirmation of credit, the School District superintendent or other designated School District representative shall confirm in writing the amount of high school required or elective credit, or combination thereof, which shall be awarded upon successful completion of the courses.
5. Upon confirmation by CWU of a student's successful completion of College in the High School Program courses, the School District shall record on the student's secondary school records and transcript the high school credit previously confirmed under WAC 392-725-200 together with a notation that the courses were taken at an institution of higher education.

E. Equity/Accommodations

1. Any ADA accommodations made for disabled students will be the obligation of the School District.
2. For students under an Individualized Education Program (IEP) that provides for participation in College in the High School program, the School District which establishes the IEP will be responsible for ensuring compliance with the IEP.

F. Student Behavior

1. The School District and CWU shall independently have and exercise jurisdiction over academic and disciplinary matters involving a student's enrollment and participation in courses, and the receipt of services and benefits from the School District or CWU.
2. Student conduct will be governed by the high school's policies and expectations as it pertains to the student's physical actions and presence in the classroom and in the school during the College in the High School course offered at the high school class period. The CWU academic integrity policy and course syllabus will govern the student's academic performance, expectations and standards. Please refer to: <http://www.cwu.edu/student-rights/>.

G. Testing

1. School District has the option of utilizing CWU Testing Services to satisfy placement requirements into College in the High School program courses.
2. CWU will invoice School District monthly for testing services at the rate of \$15 per exam taken. CWU will waive testing fees for School District's students who utilize the Free or Reduced Lunch Program. When prompted by CWU, the School District must inform CWU of the number of students who tested and are Free or Reduced Lunch eligible.

H. CWU Responsibilities for College in the High School Program

CWU will:

1. Offer authorized and approved CWU courses at high school locations, taught by School District teachers who have gone through the CWU application process and been approved by the appropriate CWU faculty liaison, CWU department chair, and CWU college dean or associate dean.
2. Determine final teacher appointment for each course.
3. Provide access to the online registration system according to the established deadlines for participating students to enroll in university credit options. Appropriate placement testing scores may be required. (Please see registrar catalog (<http://catalog.acalog.cwu.edu/>) for official requirements for all courses) Students will be admitted as non-degree seeking, non-matriculated students.
4. Provide clear documentation of academic expectations for students enrolled in each approved course offered at the high school location. The documentation will provide guidelines, as delineated by the course syllabus, for College in the High School students taking college courses.
5. Coordinate team/individual meetings with School District teacher to ensure adherence to syllabi and expected rate of student progress. Meetings will be coordinated, at CWU or the high school campus, as necessary.
6. Depending on program/accreditation requirements, conduct observation of each School District teacher at least once per year and provide feedback on the effectiveness of the classroom experience to the School District teacher and the designated high school official.
7. Provide recommendations to remedy any inadequate performance issues to the designated School District official within 60 days of classroom observation.
8. Remove from the program any instructors who have failed to comply with College in the High School/Cornerstone policies or procedures. Noncompliance issues will be handled in consultation with the School District.
9. Arrange to have each CWU approved instructor evaluated using the CWU Student Evaluation of Instruction (SEOI).

10. Solicit input from CWU approved instructors as appropriate, for development of course final exam.

11. Provide each student the opportunity to visit the CWU campus upon mutual agreement between the School District and CWU.

12. Provide each eligible student with a CWU student ID card if requested.

13. Conduct ongoing research in accordance with WAC 392-725-160 for the benefit of the program and its participants.

14. Provide access to an advisor who can talk about the benefits and implications of taking college courses.

15. In conjunction with the high school, provide students enrolled in CWU classes with suitable access to learning resources and student support services.

16. Inform School Districts of required materials including, but not limited to, textbooks for each college in the high school course. School District will be responsible for purchasing and replacing any required textbooks. See attachment for list of required textbooks if applicable.

17. Send a one-time administrative reimbursement to the School District at the end of the academic year, based on the following:

- a) Based on end of term enrollments, CWU recognizes that some of the duties connected to this program can require more or less work depending on the number of students in that particular period (i.e. the registration process, grading, etc.). The administrative reimbursement is broken down by class size to reflect that additional work. Because additional periods of the same course do not require any extra team meetings or training time the additional reimbursement is meant to reflect further work done by the teacher (i.e. the registration process, grading, etc.).
- b) The administrative reimbursement will be paid in the amount of \$35 per student, up to a maximum of 15 students per class period.
- c) School District must be current with all invoice payments to CWU and, when prompted by CWU, provide the Washington State Invoice Voucher form A-19. The administrative reimbursement cannot be processed if this item is not provided to CWU and/or the School District is not current with payment(s). In the space below, the School District is to indicate who is to receive all administrative reimbursement correspondence from CWU:

Contact #1

First and Last Name: Brandon Lord

Title: Fiscal Officer

Email: brandon.lord@ksd.org

Phone Number: 509-222-7673

Contact #2
First and Last Name: Vic Roberts

Title: Director of Business Operations

Email: vic.roberts@ksd.org

Phone Number: 509-222-6673

I. School District Responsibilities for College in the High School Program

School District will:

1. Supervise and evaluate School District teachers per the School District collective bargaining agreement.

- 2*. Ensure each School District teacher completes or provides the following for each approved course:
 - a) Provide a professional and prepared classroom environment.
 - b) Submit course syllabus to CWU for approval.
 - c) Provide each enrolled CWU student with the approved CWU syllabus at the start of the term.
 - d) Course evaluations in accordance with the university established deadlines.
 - e) Attend individual/team meetings as designated or requested by CWU.
 - f) Attend yearly summer institute training session in accordance with CWU policy.
 - a. New teachers, both brand new to teaching and new to a discipline, who have gone through the CWU application process and have been approved by CWU must attend a summer institute training prior to their first time offering a CWU course.
 - b. CWU approved returning teachers who have successfully completed I2.f.a for each approved discipline are required to attend summer institute training, at minimum, every three years (i.e. if a teacher attends in 2022, at minimum, they will have to attend in summer 2025 to remain eligible to teach CWU classes). Approved CWU teachers are encouraged to attend the summer institute annually.
 - c. Teachers approved in multiple disciplines must be in compliance with the required training for each specific discipline in order to offer CWU courses in the respective disciplines.
 - g) Allow CWU to conduct classroom observation, either in person or online/remote, at least once per year for each approved course.
 - h) Coordinate completion of Student Evaluation of Instruction (SEOI) in accordance with the CWU student evaluation process.
 - i) Provide input to CWU faculty on the development of the course final.

- j) Ensure students complete course requirements and learning outcomes as indicated in the course syllabi.
- k) Assign grades for CWU students who are enrolled in approved courses in accordance with the university established deadlines.
- l) Check their class rosters in both their MyCWU and CIHS web portals to verify enrollment.
- m) Notify parents of required parent consent via school's internal notification system

*Instructors found to be in non-compliance with section I.2. will be removed from the program.

3. In the event an approved instructor is unable to continue teaching their CWU course for a period of 10 consecutive instructional days (an instructional day is defined as a day in which classes are officially being held at the school and count toward the state mandated 180 days of instruction as prescribed in RCW 28A.150.220), the School District must notify CWU. If the instructor is unable to continue, only an approved instructor, who has gone through the CWU application process and been approved by CWU, may continue teaching the course. If the original approved instructor is unable to continue teaching their CWU course, after missing 10 consecutive instructional days, and no other School District teacher has been approved to offer that CWU course, the course will be cancelled, all students will be dropped from their CWU class, and any charges assessed will be reversed.

4. Respond to recommendations regarding inadequate performance as identified by CWU in accordance with the School District collective bargaining agreement.

5. For mixed enrollment classes, maintain documentation that differentiates instruction and class requirements between high school class and approved CWU course.

6. Ensure that any course materials required by CWU including, but not limited to, textbooks for each College in the High School course, are purchased, maintained, and replaced as necessary, either by the students or the School District.

7. Remit payment within 60 days of receipt of invoice or invoice date, whichever is later, to:

Central Washington University
Cashiers Office
400 E University Way
Ellensburg, WA 98926-7490

8. In conjunction with CWU, provide students enrolled in CWU classes with suitable access to learning resources and student support services.

9. Student teachers can be involved with a CWU course under the direct supervision of an approved and trained CWU College in the High School teacher. Student teachers may co-teach, act in a support role and teach under the direct supervision of the CWU approved teacher. Here, direct supervision means the CWU teacher is always in the room when the student teacher is teaching or supporting the class. In courses involving a student teacher, the CWU teacher remains the primary instructor for the course and is responsible for teaching the CWU curriculum, evaluating students, and assigning all CWU grades. If/when a student teacher is teaching, the CWU teacher must ensure

they are teaching the CWU curriculum in the correct manner and following the CWU syllabus. The student teacher will not administer or grade any CWU assessments. Student teachers will not be able to establish a MyCWU or access MyCWU-protected information or resources. Teachers with a student teacher assisting in their CWU course should notify their faculty liaison. Additionally, when scheduling the class observation, teachers should schedule the visit for when they are teaching as opposed to the student teacher as the class observation needs to be of the course's primary and CWU-approved instructor. Student teachers are not permitted to teach without the CWU approved Instructor present in the classroom.

10. Please indicate what term system is/are your high school(s) using (when do you put official grades on a student’s high school transcripts)?

High School Name(s)	Term Type (Semester, Quarter, Trimester)
Delta High School	Trimester
Kennewick High School	Semester
Southridge High School	Semester
Kamiakin High School	Semester

11. Assist with student registration online in accordance with due dates and deadlines.

J. Term

This Agreement shall commence upon full execution and continue through June 30, 2023. In accordance with WAC 392-725-050, the term of this Agreement shall be limited to one school year.

K. Conditions / Compliance

1. This Agreement is intended to provide direction in the administration of the College in the High School Program for CWU and the School District. Any changes must be in writing and agreed to by both parties prior to any amendments.
2. CWU and School District shall comply with all laws, ordinances, RCWs, WACs, and regulations of governmental bodies applicable to the program as well as applicable local policies and procedures. If any part of this Agreement conflicts with current RCWs and WACs, the RCWs and WACs will govern the Agreement.
3. To the extent permitted by law, CWU shall provide access to all CWU documentation as it pertains to this Agreement, to School District, its officers, agents and employees, and to any other agent or official of the federal, state, or local governmental authorities, at all reasonable times, for

the purpose of auditing, monitoring, and/or evaluating educational performance and compliance with this Agreement.

4. The parties acknowledge that regular ongoing communication is vital to the success of the collaborative nature of this Agreement. It is understood that team meetings will be held, as needed, between School District and CWU staff to communicate issues regarding delivery of services under this Agreement.

5. Primary Point(s) of Contact. The Primary Point(s) of Contact are usually the principal, vice-principal, counselor or someone at the district. Each party hereby designates the following to be their Primary Point(s) of Contact under this Agreement and their responsibilities are as follows:

- a) Attend the Summer Institute training
- b) Understand CWU’s High School Partnerships policies and procedures
- c) Assist with registering students
- d) Serve as the contact if there are any issues with instructors, registrations, payments, administrative reimbursements, etc.
- e) If your school uses CWU testing services, coordinate with the testing department.
- f) Work with the CWU Primary Point of Contact on issues

*If your school district has multiple high schools that partner with CWU College in the High School, please have a Primary Point of Contact for each high school.

Primary Point(s) of Contact

Kennewick School District

Contact #1
First and Last Name: Ron King

Title: Principal

High School: Kennewick High School

Phone Number: 509-222-7104

Email: ron.king@ksd.org

Contact #2
First and Last Name: Christine Clem

Title: Assistant Principal

High School: Southridge High School

Phone Number: 509-222-7223

Email: christine.clem@ksd.org

Contact #3

First and Last Name: Mike Johnson

Title: Principal

High School: Delta High School

Phone Number: 509-416-7860

Email: mike.johnson@thedeltahighschool.com

Contact #4

First and Last Name: Chris Chelin

Title: Principal

High School: Kamiakin High School

Phone Number: 509-222-7004

Email: chris.chelin@ksd.org

Primary Point of Contact for CWU: **Director of Concurrent Enrollment**

6. Nondiscrimination/Anti-Harassment. In the performance of this Agreement, the parties assure compliance with all local, state and federal guidelines and regulations regarding nondiscrimination and harassment involving any employee/student on the basis of age, sex, marital status, race, color, creed, national origin, the presence of any sensory mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability, sexual orientation including gender expression or gender identity, or honorably discharged veteran or military status.

7. No Dual Employment. Nothing contained in this Agreement, or related documents shall be construed as creating any form of an employment relationship between the School District and CWU or the agents, officers, volunteers or employees of CWU. The officers, agents, employees or volunteers of CWU shall not be entitled to any rights or privileges of employment with School District. School District employees and students do not, by this Agreement, become agents or employees of CWU. Accordingly, School District employees and its students shall not be entitled to any rights or privileges established for employees of CWU, such as vacation, sick leave with pay, paid days off, life, accident and health insurance or severance pay upon termination of this Agreement.

8. Unsupervised Access to Students. Pursuant to RCW 28A.400.303, any employees of either party providing services who will have regularly scheduled unsupervised access to children pursuant to this Agreement, shall be required to have successful completion of a background record check

through the Washington State Patrol Criminal Identification System, under RCW 43.43.830-.834, RCW 10.97.30 & .50, and through the Federal Bureau of Investigation prior to hiring and prior to unsupervised access to children. The record check shall include a fingerprint check using a complete Washington state criminal identification fingerprint card. Each party bears responsibility for the cost of required background checks for their respective employees.

9. Indemnification. Each party to this Agreement shall be responsible for its own acts or omissions and for those of its officers, employees, and agents. Neither party shall be responsible for the acts of omission of persons or entities not a party to this Agreement. Neither party to this Agreement shall be considered the agent of the other party.

10. Insurance. During the term of this Agreement, the School District shall maintain in force, at its own expense, the following insurance:

- a) Worker's Compensation Insurance in compliance with RCW Title 51;
- b) General Liability Insurance on an occurrence basis, with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the defense, indemnity, and hold harmless obligations provided under this Agreement;

If requested, each party shall furnish acceptable insurance certificates to the other, evidencing each party's insurance coverage.

For the duration of this Agreement, it is mutually understood and agreed by each party that School District is a member of a risk management pool for schools.

CWU, an agency of the State of Washington, warrants that it is self-insured against liability claims in accordance with the risk management and tort claims statutes, including RCW 4.92 and RCW 43.19. The tort claims procedure, RCW 4.92.100 et seq., provides the fundamental remedy for all tort liability claims against CWU and its officers, employees, and agents acting as such and all such claims must be filed and processed as provided therein.

11. Confidentiality. Both parties acknowledge the obligations for maintaining the confidentiality of student records and access to the parents/guardian and students of such records. Parties will confer and agree to the content of any official announcements regarding this Agreement, its contents, objectives and results in accordance with the Family Educational Rights and Privacy Act (FERPA).

12. Student Enrollment Eligibility for College in the High School will be determined by the university's pre-requisites. Student/school eligibility for the state subsidy is between the School District and the Office of Superintendent of Public Instruction.

13. Assignment/Binding Effect. Performance of any or all aspects of this Agreement may not be assigned without written authorization by the other party. Likewise, neither party may assign their respective rights to any claims or actions arising out of or relating to this Agreement without written authorization.

14. Integration/Modification. This Agreement constitutes the entire and exclusive Agreement between the parties regarding this matter and no deviations from its terms shall be allowed unless a formal, written, mutual agreement occurs between the parties.

15. Waiver of Breach. No waiver of any breach of any term of this Agreement shall be construed, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless it is in writing and signed by the party waiving the breach.

16. Severability. If any provision of this Agreement is determined to be invalid or ultra vires under any applicable statute or rule of law, it is to that extent to be deemed omitted and the balance of the Agreement shall remain enforceable.

17. Governing Law/Venue. The terms of this Agreement shall be governed by the laws of the State of Washington. In the event that legal action is commenced to resolve a dispute arising out of this Agreement, the venue of such action shall be in Kittitas County, Washington.

18. Authority to Sign and Obligate. The undersigned represent and warrant that they are authorized to enter into this Agreement on behalf of the parties.


**Agreed to by Central Washington University and
Kennewick School District**

DATED this 2nd day of June, 2022

Kennewick **SCHOOL DISTRICT:**

Vic Roberts
Superintendent or designee Printed Name

Date: 6/24/2022

DocuSigned by:

7756977E18E1473...
Superintendent or designee Signature

CENTRAL WASHINGTON UNIVERSITY:

DocuSigned by:
Kyle Carrigan,
86A8D9A65F854B7...
Kyle Carrigan,
Director of Concurrent Enrollment

Date: 6/24/2022

AAG 02.17.22