EVERETT COMMUNITY COLLEGE

INTERAGENCY AGREEMENT
BETWEEN
Everett Community College
AND
Lake Stevens School District

THIS AGREEMENT is made and entered into by and between **Everett Community College**, hereinafter referred to as "COLLEGE," and the Lake Stevens School District, hereinafter referred to as the **"District".**

IT IS THE PURPOSE OF THIS AGREEMENT to provide: a collaborative College in the High School program (CHS), pursuant to RCW 28A.600.290 that offers qualified high school students the opportunity to concurrently earn college credit and high school credit for qualified advanced high school course(s) deemed equivalent to EvCC college course(s). The program's success will require ongoing collaboration and communication between the College and high school faculty. The list of approved courses for this year's program is attached to this agreement.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

A.e The conditions of this agreement are:e

1. In order for high school students to be eligible and enrolled in the "College in the High School" program (CHS), they must subscribe to and be accountable for all regular EvCC policies and regulations regarding student performance, entrance assessment, course prerequisites, and placement by high school transcript evaluation, Smarter Balanced Assessment (SBA) Scores, or Compass or Acuplacer test scores pursuant to WAC 392-725-130. Students are subject to the CHS program refund, withdrawal and course add/drop policies.

    a. Eligible student means the student meets the definition of an enrolled student pursuant to WAC 392-121-106 and has been deemed to be a tenth, eleventh, or twelfth grade student.

2. The District and the College shall independently have and exercise exclusive jurisdiction over academic and discipline matters involving a student's enrollment and participation in a CHS course of, and the receipt of services and benefits from, the District or the College.

    a. Violations of student code of conduct will be reported to EvCC and adjudicated through the high school policy and process.

3. All CHS courses taken by high school students must be college level, included in the college's catalog, and taught as part of the college curriculum. Courses may be either academic or career and technical (vocational) education. Courses cannot be approved/articulated for both College in the High School credit and Tech Prep credit. The CHC course(s) must use the same grading and transcription policies that apply to courses in the regular curriculum.

4. High school students will pay a fee of $220 for each five-credit course, $132 for a three-credit course, and $88 for a two-credit course. Should the student be required to take the Acuplacer test in order to meet course prerequisite/placement they will pay $31.80 for their first test (consists of reading, writing, and mathematics) and $10.60 to re-test for any portion. Course fees are paid directly from the student to the College either in person or online.

    a. For high schools/students qualified for state funded subsidies as defined in RCW 28A.600.290, the high school/DISTRICT will submit to the College student list by course. Once registration is finalized and students have met all pre-registration requirements EvCC will invoice district. It is the DISTRICT responsibility to collect subsidies from the state.

5. EvCC will not consider enrollments in the CHS eligible for state support and will therefore not count them as FTE's. The District will consider the students as regular state-supported high school FTE's and will provide the necessary approval for the students to enroll concurrently in EvCC courses.

6. EvCC's CHS program is accredited by the National Alliance of Concurrent Enrollment Partnerships ("NACEP"). With this national accreditation, the EvCC CHS program meets or exceeds all requirements for Washington's "College in the High School" program rules WAC 392-725. These requirements mirror many of the NACEP standards, including in the areas of students, curriculum, assessment, faculty, and evaluation.

B. EvCC will have the responsibility to:

1. Designate the Director of College in the High School to be the CHS administrator (Karen Landry).

2. Ensure student standards are met pursuant to WAC 392-725-130.

3. Ensure faculty standards pursuant to WAC 392-725-150 are met. Approve the academic credentials of each new high school teacher. Each teacher must meet the minimum qualifications established for EvCC adjunct faculty. Minimum qualifications vary among academic subject areas.

4. Consult with the school district for any teacher non-compliance issues.

5.e Ensure curriculum and assessment standards pursuant to WAC 392-725-140 are met. Assign ane EvCC instructor (mentor/liaison) to work with each high school teacher to articulate the coursee including but not limited to:e

- outline, learning objectives and syllabuse
- textbook and other teaching materialse
- assessment criteria and tools (e.g. papers, portfolios, quizzes, exams, labs, etc.)e
- academic rigor and content is at college level throughout the coursee
- courses reflect the pedagogical, theoretical and philosophical orientation of EvCCe academic departmente
- grading criteria and standardse
- teaching observation and/or interviewe
- expectations of the teachere

6.e Ensure EvCC policies on academic freedom will apply to the teaching and learning processes.e

7.e Conduct an annual meeting and new teacher orientation in the fall to review program policies ande procedures with high school teachers and EvCC mentors.e

8.e Require high school teacher to complete discipline-specific professional development activitye annually. Discipline-specific professional development is available to all teachers through thee CHS program. Attending an outside professional development activity must be pre-approved bye the EvCC department chair. A summary of the activity must be completed and submitted to thee college by June 1 of each year.e

9.e Make available written guidelines on program policies and procedures (available ate www.EverettCC.edu/CHS)e

10.eAward college credit to high school students who enroll and successfully complete the CHSe course(s). The credit in the approved course(s) may be applied to a degree or certificate if thee student attends EvCC after graduation from high school. If the course is academic and listed one the Associates in Arts and Sciences – Direct Transfer Agreement or any of the College's othere transfer degree programs the credits/course will transfer to any of the public four-year collegese and universities in Washington state as either direct transfer or elective. Technical educatione courses may not meet general education and/or degree requirements. EvCC cannot guaranteee that private or out of state colleges and universities will accept college credits earned in the CHSe program. Each high school student is responsible for communicating with a transfer institution(s)e prior to enrolling in CHS if s/he chooses to do so.e

11.eProvide high school teachers with program information and registration processes, and providee written instructions/deadlines for all processes.e

12.eProvide registration methods (both online and in-person) for high school students to register ande pay. High school teachers or other high school staff and administrators are not allowed to accepte CHS registrations or payments.e

13.eEnsure evaluation standards pursuant to WAC 392-725-160 are met. Conduct a student opinione evaluation of each high school teacher during the first term and every fourth term thereafter. Thee results and feedback will be shared with the high school teacher after the term is completed.e

a.e Conduct surveys of participating high school instructors, principals, and counselors ate least once every three years.e

14. Offer high school students and teachers participating in CHS use of the EvCC library, writing center, and tutoring services.

15. Provide ongoing collegial interaction to address course content, course delivery, assessment, evaluation, and/or research in the development in the field.

16. Maintain student records and transcripts.

17. Provide the District a list of approved courses and high school teachers that will serve as an Addendum to this agreement.

18. Compensate each participating high school teacher $35 per registration (prorated as necessary) for work performed beyond their contract with the school district. High school teachers will be paid through the EvCC payroll system. Compensation represents the following duties:

    a) Complete employment paperwork (W-4, I-9, etc.)
    b) Attend the new instructor orientation
    c) Attend mandatory fall kick-off meeting
    d) Attend and/or participate in the discipline-specific professional development meeting or activity
    e) Distribute marketing collateral to students (postcard, poster, guided pathways flyer)
    f) Market the benefits of the program to students and parents
    g) Communicate prerequisite and placement testing score requirements to students
    h) Clarify credit/course information for students and parents (for example, provide course code POLS& 202, 5 credits for one semester at the high school or CHEM& 121, 5 credits for the full year at the high school)
    i) Remind students to apply for admission and receive their SID
    j) Remind students of deadlines
    k) Assist students with registration if necessary (help navigate the website)
    l) Verify class roster via online system and notify EvCC of any discrepancies
    m) Respond to email or voice messages from College in the High School staff/administrator
    n) Maintain Profile in the online system current
    o) Notify payroll of an address change (payroll@everettcc.edu)
    p) Post grades via online system at the end of the term
    q) Upon request, provides the college the following:
        i. Course outline, learning objectives and syllabus
        ii. Textbook and other teaching materials
        iii. Sample assessment criteria and tools (e.g. papers, portfolios, quizzes, exams, labs, etc.)
        iv. Evidence that courses reflect the pedagogical, theoretical and philosophical orientation of EvCC academic department
        v. Grading criteria and standards – sample of graded assessment
    r) Schedules teaching observation, site visit and/or interview with college faculty or administrator upon request
    s) Assigns either a student or staff to administer the IDEA survey each term and ensures surveys are returned to the College.
    t) Participates in program review or accreditation committees upon request

19. Include high school teachers as part of the AFT Everett Higher Education Local 1873, AFT, AFL/CIO.

20. Invoice the district for i732 grant funded students and/or students who have been awarded othere funding identified through the district.e

21. Everett Community College assures the District that its agency complies with all state and federale guidelines and/or regulations and does not discriminate on the basis of race, creed, color,e national origin, sex, sexual orientation, marital status, age, veteran status, or disability. This is ine accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973,e as amended; Americans with Disabilities Act, July 26, 1990, P.L. 101-336; and Title IX of thee Education Amendments of 1972, as amended.e

C.e The District will have the *responsibility* to:e

1.e Identify interested and qualified high school teachers, and refer them to the EvCC CHSe administrator.e

2.e Allow EvCC faculty mentor access to high school teachers and to conduct a teachinge observation.e

3.e Require high school teachers to meet with the designated EvCC mentors and provide evidence ofe the following, including but not limited to, as part of the approval process and ongoing coursee evaluation:e

- outline, learning objectives and syllabuse
- textbook and other teaching materialse
- assessment sample, criteria and tools (e.g. papers, portfolios, quizzes, exams, labs, etc.)e
- proof of academic rigor and content is at college level throughout the coursee
- courses reflect the pedagogical, theoretical and philosophical orientation of EvCCe academic departmente
- grading criteria and standardse
- teaching observation and/or interviewe
- expectations of the teachere

4.e Require approved teachers to meet with the designated EvCC mentors annually to review thee course curriculum including but not limited to the list identified in 5. above.e

5.e Notify the college should an approved teacher resign or otherwise vacate the position; any newe high school teacher is then subject to the same approval process. **Note**: Student teachers are note approved to teach in a College in the High School approved course. Should a student teacher bee assigned to teach the approved course, the course will not be made available to students to earne EvCC credit.e

6.e Notify the college should a teacher have an absence lasting more than 10 days.e

7.e Notify the college should there be a change in the curriculum; changes to approved curriculume would be subject to the same approval process.e

8.e Provide the rooms, labs, instructional equipment, supplies and textbooks for each of the approvede high school courses.e

9.e Require the high school teachers to communicate the program information/registration processe and deadlines to the students and parents.e

10. Require the high school teachers to attend the fall orientation meeting at EvCC and to participate in discipline-specific professional development activities and/or events.

11. Require the high school teacher(s) to follow established procedures and meet deadlines set by EvCC for the program.

12. Require the high school teachers and/or registrar to report to the college all students enrolled who do not meet grade eligibility requirements of being deemed in the tenth, eleventh, or twelfth grade.

13. Require the high school teachers to submit grades for registered students in accordance with EvCC grading policy and grade posting deadlines.

14. Award high school credits pursuant to WAC 392-725-200.

15. Should the district/high school be awarded i732 grant funding, it is the district's responsibility to ensure rules/limitations for eligibility are followed based on Tier category.

16. Should the district/high school provide funding for student fees it is the district's responsibility to collect any partial fees required of the students. The district will issue EvCC a Purchase Order to initiate the invoice.

17. Assure compliance with federal and state laws concerning reasonable accommodations for disabled students, the development of the individualized educational program, and student safety.

18. Serve as primary employer of the high school teacher with all associated benefits of a full-time employee of the District.

19. Comply with program rules as outlined in RCW28A.600.290.

This agreement solely sets forth the contractual rights of the parties and does not create any other rights of action as a result of this agreement. Additionally, each party agrees that it shall be responsible for the negligence of its own officers, employees and agents, and that neither party shall be considered the other's agent. This agreement is subject to cancellation or revision upon written notification by either EvCC or the District.

PERIOD OF PERFORMANCE
Subject to its other provisions, the period of performance of this Agreement shall commence on **9/12/17**, or date of execution, whichever comes later, and be completed on **6/29/18** unless terminated sooner as provided herein.

RECORDS MAINTENANCE
The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect 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 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 as a result of this Agreement shall be owned by the party producing the data. 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.

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; and
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 there under, 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.

Contract Manager for DISTRICT is:

Name: Dr. Amy Beth Cook
Address 12309 22nd St. N.E.
Lake Stevens, WA 98258
Phone 360-652-4500

Email amybeth_cook@lkstevens.wednet.edu

Contract Manager for the COLLEGE is:

Name: Karen Landry
Address: 2333 Seaway Boulevard
City, State, Zip: Everett, WA 98203
Phone: 425-267-0153

Fax 425-259-8299
Email klandry@everettcc.edu

IN WITNESS WHEREOF, the parties have executed this Agreement.

Karen Landry
Signature

Karen Landry

Director

Everett Community College

8-16-17
Date

ABCook
Signature

Dr. Amy Beth Cook

Superintendent

Lake Stevens School District

8/22/17
Date

Course	#	Title	First	Last	School	Term	Notes
BUS	150	Prin of Marketing	Karen	Morton	Lake Stevens	Full Year	
BUS	150	Prin of Marketing	David	Marques	Lake Stevens	Full Year	
BUS	295	Business Internship	Karen	Morton	Lake Stevens	Second Semester	
BUS&	101	Intro to Business	Karen	Morton	Lake Stevens	Second Semester	
ECED&	120	Practicum - Nurturing Relationships	Kathy	Hahn	Lake Stevens	Second Semester	
ECED&	120	Practicum - Nurturing Relationships	Kathy	Hahn	Lake Stevens	First Semester	
EDUC	250	Education in Action	Kathy	Hahn	Lake Stevens	Second Semester	
EDUC	256	Education in Action Seminar	Kathy	Hahn	Lake Stevens	Second Semester	
EDUC	270	Education Portfolio	Kathy	Hahn	Lake Stevens	Second Semester	
EDUC&	202	Intro To Education	Kathy	Hahn	Lake Stevens	Second Semester	
EDUC&	202	Intro To Education	Kathy	Hahn	Lake Stevens	First Semester	
EDUC&	115D	Child Development	Kathy	Hahn	Lake Stevens	Second Semester	
EDUC&	115D	Child Development	Kathy	Hahn	Lake Stevens	First Semester	
ENGL&	111	Introduction to Literature	Michelle	Fankhause	Lake Stevens	Full Year	
FRCH&	122	French II	Suzanne	Bailey	Lake Stevens	Full Year	
FRCH&	123	French III	Suzanne	Bailey	Lake Stevens	Full Year	
GERM&	122	German II	Malorie	Wolk	Lake Stevens	Full Year	
GERM&	123	German III	Malorie	Wolk	Lake Stevens	Full Year	
HIST	112	Western Civilization 1648 to present	Dan	Fenner	Lake Stevens	Full Year	Pending
MATH&	107	Math in Society	Todd	Martina	Lake Stevens	Full Year	
MATH&	107	Math in Society	Cliff	Chaffee	Lake Stevens	Full Year	
MATH&	146	Intro to Statistics	Danika	Kotlarov	Lake Stevens	Full Year	
MATH&	151	Calculus I	Kaleb	Allinson	Lake Stevens	First Semester	
MATH&	152	Calculus II	Kaleb	Allinson	Lake Stevens	Second Semester	
MATH&	141 & 142	Precalculus I & II: Algebra & Trig	Andy	Knutson	Lake Stevens	Full Year	
MATH&	141 & 142	Precalculus I & II: Algebra & Trig	Jana	McGuire	Lake Stevens	Full Year	
MATH&	141 & 142	Precalculus I & II: Algebra & Trig	Scott	Flanders	Lake Stevens	Full Year	
POLS&	202	American Government	Darrick	Hayman	Lake Stevens	Full Year	
SPAN&	122	Spanish II	Alisa	Arcos	Lake Stevens	Full Year	
SPAN&	122	Spanish II	Nelson	Garcia-Jone	Lake Stevens	Full Year	
SPAN&	123	Spanish III	Nelson	Garcia-Jone	Lake Stevens	Full Year	