

## INTERLOCAL AGREEMENT

between

Edmonds College

and

Lake Stevens School District

THIS AGREEMENT is made and entered into by and between Edmonds College, hereinafter referred to as "EC," and the Lake Stevens School District, hereinafter referred to as the "District." The Interlocal Cooperation Act, as amended and codified in Chapter 39.34 RCW provides for interlocal cooperation between government agencies.

IT IS THE PURPOSE OF THIS AGREEMENT to provide a collaborative "College in the High School" (CHS) Program, pursuant to RCW 28A.600.290 that offers qualified high school students the opportunity to concurrently earn college and high school credit for qualified advanced high school course(s) deemed equivalent to EC course(s). The Statement of Work outlines the EC and District responsibilities, pursuant to WAC 392-725 "College in the High School Rules." Responsibilities are also outlined in the CHS Handbook for 2021-2022, pages 9-32.

The program's success requires ongoing collaboration and communication between EC and the District's high school faculty (who have been appointed as EC Associate Faculty in the EC CHS Program).

### THEREFORE, IT IS MUTUALLY AGREED THAT:

#### **STATEMENT OF WORK**

A.o The conditions of this Agreement are:o

1.o In order for high school students to be eligible and enrolled in the CHS Program, they must subscribeo to and be accountable for all regular EC policies and regulations regarding studento performance/assessment/grading comparable to the campus course, course prerequisites ando placement by high school transcript evaluation, Smarter Balanced Assessment (SBA) or approvedo EC placement test scores pursuant to WAC 392-725-130. Students are subject to the CHS Programo refund, withdrawal and course add/drop policies.o

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

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

a.o Violations of student code of conduct will be reported to EC and adjudicated through the District's higho school policy and process.o

3.o All CHS courses taken by high school students must be college level, included in EC's catalog ando taught as part of the college curriculum. Courses may be either academic or career and technicalo (vocational) education. Courses cannot be approved/articulated for both CHS credit and Career ando Technical Education (CTE) credit. The CHS course(s) must use the same grading and transcriptio policies that apply to courses in the regular college curriculum.o

4.o High school students wishing to enroll in CHS will complete the one-time online EC Admission (noo

fee) and \$215 for each five-credit CHS course. There will be no charge to students for their initial placement test in order to meet course prerequisite; \$25 will be charged should a student need to re-test. Course fee is paid directly by the student to EC through the online Admission, Registration and Payment systems monitored through the CHS Office in coordination with EC Cashiers and Enrollment Services Departments. No additional instructional materials (textbook, lab fees) will be paid by students enrolled in CHS courses.

- 5.e EC will not consider enrollments in the CHS program eligible for state-support funding and will therefore not count them as FTEs. The District will consider the students as regular state-supported high school FTEs and will provide any necessary approval for the students to enroll concurrently in EC CHS courses.e
- 6.e EC requires a minimum enrollment of ten (10). Classes that fall under the minimum requirement will be canceled and students will be refunded. Exceptions may only be made by the VPI on a case by case basis. Faculty and students will be notified through their provided email address.e
7. The EC CHS Program is nationally accredited by and is a member of the National Alliance of Concurrent Enrollment Partnerships (NACEP). The EC CHS program meets or exceeds all requirements of WAC 392-725.

B.e Edmonds College will have the responsibility to:e

- 1.e Designate the Director of College in the High School to be the CHS administrator (Interim, Travis Nelson) who reports to the Vice President of Instruction (Kim Chapman).e
- 2.e Ensure student standards are met pursuant to WAC 392-725-130 including Admission, Prerequisites, Registration, Assessment, Transcription and Student Rights and Responsibilities notifications.e
- 3.e Ensure faculty standards pursuant to WAC 392-725-150 are met. Approve the academic credentials of each new high school teacher who is appointed as CHS Associate Faculty. Each teacher must meet the minimum qualifications established for EC Associate Faculty. Minimum qualifications vary among academic subject areas.e
- 4.e Consult with the District regarding any teacher non-compliance issues of the CHS Program, pursuant to WAC 392-725-150.e
- 5.e Coordinate with designated District high school registrars so that student grades for CHS courses can be appropriately entered onto the student's high school transcript as a CHS course including appropriate high school credits. Note: The grade on the EC transcript may not be the same as the grade on the district/high school transcript.e
- 6.e Ensure curriculum and assessment standards pursuant to WAC 392-725-140 are met. Assign ECe instructors (Faculty Curriculum Liaisons) to work specifically with CHS Associate Faculty (high school teachers). The purpose is to articulate and ensure instructional and assessment integrity are comparable to the course as offered through the respective college academic department. This will include but is not limited to:e
  - e outline, learning objectives and syllabus
  - e textbook and other teaching materials
  - e assessment of required learning outcomes (papers, portfolios, quizzes, exams, labs, etc.)e

- e academic rigor and content at the college level throughout the coursee
- e courses reflect the pedagogical, theoretical and philosophical orientation of EC academic departmente
- e grading criteria and standards comparable to the campus coursee
- e teaching observation and review of classroom visitation (in-person or virtual)e
- e appropriate subject-matter professional developmente

7.e Ensure EC policies on academic freedom will apply to the teaching and learning processes.e

8.e Conduct an annual meeting and new teacher orientation prior to the beginning of instruction for thee 2022-2023 school year to review program policies and procedures with high school teachers and ECe liaisons.e

9.e Require high school teachers to complete discipline-specific professional development activitiесе annually. Discipline-specific professional development will be provided to newly appointed CHSe teachers prior to instruction and is available to all teachers through the academic department,e liaisons and college. Attending an outside professional development activity must be pre- approvede by the EC department chair/CHS Office. Liaisons will review and summarize professionale development activities completed by each teacher and submit documentation to the CHS Office noe later than June 1, 2023.e

10.e Provide students, parents, counselors, and teachers written guidelines of the CHS Program includinge deadlines, processes, EC policies/procedures, frequently asked questions and Student Rights ande Responsibilities (available at [www.edmonds.edu/collegeinthehighschool](http://www.edmonds.edu/collegeinthehighschool)).e

11. Award college credit to high school students who enroll and successfully complete the CHS course(s), pursuant to WAC 392-725-200. The credit in the approved course(s) may be applied to a degree or certificate if the student attends EC after graduation from high school. If the course is academic and listed on the Associates in Arts and Sciences – Direct Transfer Agreement or any of the EC’s other transfer degree programs, the credits/course will transfer to any of the public four-year colleges and universities in Washington State as either direct transfer or elective.

Technical education courses may not meet general education and/or degree requirements. EC cannot guarantee that private or out-of-state colleges and universities will accept college credits earned in the CHS Program; students are advised to communicate with a transfer institution(s) prior to enrolling in CHS.

12.e Provide high school teachers with program information and all Admission, Registration, ande Payment online instructions which they will share with eligible students. No high school teachers ore other high school staff/administrators will accept CHS registrations or payments.e

13.e Ensure evaluation standards pursuant to WAC 392-725-160 are met.e

a)e Provides to each enrolled CHS student, an End-of-course Questionnaire at the conclusion ofe each CHS class. The results and feedback will be shared with the high school teacher aftere grades have been submitted.e

b)e Conduct surveys of participating high school instructors, principals, and counselors accordinge to NACEP Accreditation Standards.e

14. Offer high school students and teachers participating in CHS use of the EC library, writing center and tutoring services during enrolled or teaching quarters as provided to traditional students and faculty.
15. Provide high school teachers ongoing collegial interaction to address course content, course delivery, assessment, evaluation and professional development relevant to the academic field.
16. Maintain student records and transcripts according to EC Policies and Procedures as well as all state regulations and requirements.
17. As of this date, the following courses have been approved by EC academic departments to be offered through the CHS program with District's currently scheduled course/high school(s)

Class Code	Class Title	High School
MUSC& 105	Music Appreciation	Lake Stevens HS

18. Compensate each participating high school teacher \$100 for attendance at the CHS Associate Faculty Orientation/Department Meeting and \$35 per registered student for work performed beyond their contract with the District. High school teachers will be paid through the EC payroll system. Compensation represents the following duties:
- a) complete employment paperwork (W-4, I-9, etc.);
  - b) attend the mandatory annual CHS Associate Faculty Orientation/Department Meeting;
  - c) sign the CHS Associate Faculty Assignment Agreement form which verifies understanding of the roles, responsibilities and expectations of this appointment;
  - d) attend and participate in the discipline-specific professional development meeting or activities;
  - e) distribute CHS informational material to students and parents including Admission, Registration, Payment online directions with deadlines and the CHS website for "Frequently Asked Questions";
  - f) explain the benefits of the program to students and parents or refer them to CHS Director;
  - g) communicate prerequisite and placement testing score requirements to students;
  - h) clarify credit/course information for students and parents (for example, to meet UW's MATH 120 Pre-calculus requirement, students must successfully complete both MATH& 141 and 142);
  - i) remind students to complete the online EC Admission to receive their ctcLink ID and register/pay online by designated deadlines;
  - j) verify class roster and notify CHS Office of any discrepancies;
  - k) respond to email or voice messages from CHS staff/administrator;
  - l) notify CHS Office of any changes including address/phone, retirement, teaching assignment, extended absence;
  - m) post or provide grades by the designated grading deadline;
  - n) provide EC CHS Office with a specific CHS course syllabus (as specifically outlined in the CHS Handbook and approved by the EC academic department) including:
    - i. course outline and learning objectives
    - ii. textbook and other teaching materials
    - iii. sample assessment criteria and grading criteria and standards that reflect the course as it would have been offered on the main campus
    - iv. evidence that courses reflect the pedagogical, theoretical and philosophical orientation of EC academic department
    - v. teacher expectations and important dates

- vi.o "boilerplate" syllabus text regarding the college's policies regarding academic integrity, FERPA and Student Rights and Responsibilities;o
- o) schedule in-person or virtual teaching observation/class visit including follow-up interview with designated EC Faculty Curriculum Liaison (at least once for continuing teachers and twice during the first year of teaching for new instructors);
- p)o administer the required End-of-course Questionnaires according to EC's policies and procedures for student evaluations; ando
- q)o participate in program review or accreditation committees upon request.o

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

C.o The District will have the responsibility to:o

- 1.o Identify interested and qualified high school teachers and refer them to the EC CHS Director (Interim, Travis Nelson).o
- 2.o Permit EC CHS Faculty Curriculum Liaisons access to high school teachers and to conduct a teaching observation/classroom visit (at least once a year for continuing CHS teachers and twice a year for new CHS teachers). These may be in-person or virtual as appropriate.o
- 3.o Require approved CHS high school teachers to meet with the designated EC CHS Faculty Curriculum Liaisons and provide evidence of the following including but not limited to, as part of the approval process and ongoing course evaluation:o
  - o outline, learning objectives and syllabus
  - o textbook and other teaching materials
  - o assessment sample, criteria and tools (e.g. papers, portfolios, quizzes, exams, labs, etc.)o
  - o proof of academic rigor and content is at college level throughout the course
  - o courses reflect the pedagogical, theoretical and philosophical orientation of EC academic departmento
  - o grading criteria and standards comparable to the campus course
  - o teaching observation and/or interviewo
  - o expectations of the teachero
- 4.o Notify EC should an approved teacher resign, retire, or otherwise vacate the CHS course instructor position; any new high school teacher is then subject to the same approval process. Note: Student teachers are not approved to teach in a CHS approved course. If a student teacher is assigned to teach the approved course, the course will not be made available to students to earn EC credit.o
- 5.o Notify EC if a CHS teacher will have an absence lasting more than 10 days.o
- 6.o Long Term substitute teachers (more than two weeks) will be subject to the same hiring policies and expectations as current CHS teachers.o
- 7.o Notify EC if there be a change in the curriculum; changes to approved curriculum would be subject too

the same approval process.

- 8.a Provide the rooms, labs, instructional equipment, supplies and textbooks for each of the approved CHS courses.a
- 9.a Require the high school teachers to communicate the program information/registration process and deadlines to the students and parents.a
- 10.a Require the high school teachers to attend the CHS Associate Faculty Orientation/Department Meeting as well as participate in discipline-specific professional development activities and/or events.a
- 11.a Require the high school teachers to follow established procedures and meet deadlines set by EC for the CHS Program.a
- 12.a Require the high school teachers to submit grades for registered students in accordance with EC's grading policy and grade posting deadlines.a
- 13.a Award high school credits pursuant to WAC 392-725-200.a
- 14.a Ensure OSPI Co-Delivering Dual Credit Course Guidelines are followed.a
15. Assure compliance with federal and state laws concerning reasonable accommodations for disabled students, the development of the individualized educational program and student safety.
- 16.a Serve as the primary employer of the high school teacher with all associated benefits of a full-time employee of the District.a
- 17.a Comply with Dual-credit Reporting Requirements as outlined RCW28A.600.280.a
- 18.a Comply with program rules as outlined in RCW28A.600.290.a

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 EC or the District.

#### PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on October 1, 2022, or date of execution, whichever comes later, and be completed on June 30, 2023 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. Should either party request termination of this Agreement during the school year, all CHS classes with active student enrollment in the CHS program must be completed before the termination may become effective.

#### 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.e Applicable state and federal statutes and rules;
- b.e Statement of work; and
- c.e Any other provisions of the agreement, including materials incorporated by reference.e

#### 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 the Lake Stevens School District is:	Contract Manager for Edmonds College is:
Teresa Main Assistant Superintendent of Business Services  12309 22nd Street NE Lake Stevens, WA 98258  teresa_main@lkstevens.wednet.edu 425-335-1503e	Travis Nelson Interim Director, CHS and Special Academic Projects  20000 68th Ave West Lynnwood, WA 98036  travis.nelson@edmonds.edu 425-540-1489e

IN WITNESS WHEREOF, the parties have executed this Agreement.

 9/6/22  
Signature/Date

Dr. Amit B. Singh  
President  
Edmonds College

 7/12/2022  
Signature/Date

Dr. Kenneth Collins  
Superintendent  
Lake Stevens School District