



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

**Interlocal Agreement
2024-2025 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 2024-2025 academic year. It is intended to define the conditions under which the School District’s 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

This Section A applies to College in the High School student enrollments funding and fees.

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.
4. The State of Washington passed Senate Bill 5048 which eliminates the course fee for College in the High School. CWU will provide the Office of Financial Management the required data to collect state appropriations for the College in the High School program.
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 F for more information about testing.

6. In the space below, the School District is to indicate who is to receive all testing 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: Brandon Lord
Title: Fiscal officer
Email: brandon.lord@ksd.org
Phone Number: 509-555-7673

Address to send invoices to:
1000 W 4th Ave, Kennewick, WA 99336

Contact #2
First and Last Name: _____
Title: _____
Email: _____
Phone Number: _____

Address to send invoices to:
Address
City, State, Zip

Contact #3
First and Last Name: _____
Title: _____
Email: _____
Phone Number: _____

Address to send invoices to:
Address
City, State, Zip

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

B. 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 the School District teachers approved to offer the CWU approved courses in 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 H2 and H3 of this Agreement and the Instructor and Partner Handbooks, available at <https://www.cwu.edu/academics/specialized-programs/college-high-school/>

C. Credits

1. In accordance with RCW 28A.600.287(6), 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(7), 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.

D. 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.

E. 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: <https://www.cwu.edu/student-life/student-support/student-rights/>

F. 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 waive all Accuplacer Next-Generation testing fees for School District except for the English exam. The English exam is not included in this waiver because CWU has a free self-directed placement that is used to meet the course prerequisite for English 101. CWU will invoice School District monthly for testing services at the rate of \$15 per English exam taken.

G. 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 and eligibility for each course. Approved School District's teachers and courses are identified in Attachment A.
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 (<https://www.cwu.edu/academics/academic-resources/course-catalog.php>) 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 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. Pay \$200.00 to each School District's attendee if they attended for the entirety of the required Summer Institute training. An attendee is eligible to receive \$200.00 for attending more than one Summer Institute only if they are approved for more than one discipline within the College in the High School program. Attendees must follow the direction provided to them by CWU in order to receive payment.

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

- a) CWU recognizes that some of the duties connected to this program can require more or less work depending on the number of students (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 teachers, administrators, support staff, etc. (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 20 students per class period. CWU will collect the class period data provided by the high schools from the online registration system, Canusia, to determine the reimbursement.
- 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: 509-555-7673

Contact #2

First and Last Name: _____

Title: _____

Email: _____

Phone Number: _____

H. 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 CWU approved 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 H2.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 2024, at minimum, they will have to attend in summer 2027 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 and notify CWU of any discrepancies.
- m) Notify parents of required parent consent via school's internal notification system

*Instructors found to be in non-compliance with section H.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, attended the required training, 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, Trimester)
Southridge High School	Semester
Kamiakin High School	Semester
Kennewick High School	Semester

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

a) This includes but is not limited to identifying reviewers for the high school(s). A reviewer reviews each registration and approves or denies a student registration based on several factors including meeting the prerequisite, signed up for the correct class, etc. The reviewer also provides data necessary to process enrollments including, class period, test scores, test score sheets, high school GPA range, grade level, if needed, a high school transcript or a different colleges transcript. The work conducted by a reviewer is acknowledged in section G18 of this agreement.

b) It is recommended to have at least one reviewer for every 250 students participating in the College in the High School program. Please plan accordingly at the high school level.

12. Provide any data required by Senate Bill 5048 to CWU, such as but not limited to: free and reduced lunch recipients and award of high school credit.

13. According to Senate Bill 5084, a high school that offers a college in the high school program must include the following information about program courses in a notification to parents and guardians of students in grades eight through twelve, including by email and in beginning of the year packets, and in the high school catalogue or equivalent:

- a) There is no fee for students to enroll in a program course for high school credit or for students to enroll in a program course for both high school and college credit.
- b) A notification that enrolling in a program course for college credit automatically starts an official college transcript with the institution of higher education offering the program course regardless of student performance in the program course, and that college credit earned upon successful completion of a program course may count only as elective credit if transferred to another institution of higher education.

14. Coordinate with internal information technology or similar department that works with emails to ensure CWU emails for registration are not blocked at the student, teacher, and administration levels. This can be done by adding@cwu.edu and @cihs.cwu.edu to the School Districts approved domains.

I. Term

This Agreement shall commence upon full execution and continue through June 30, 2025. In accordance with WAC 392-725-050, the term of this Agreement shall be limited to one school year.

J. 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: John Griffith

Title: Principal

High School: Southridge

Phone Number: 509-555-7200

Email: john.griffith@ksd.org

Contact #2

First and Last Name: Ron King

Title: Principal

High School: Kennewick

Phone Number: 509-555-7100

Email: ron.king@ksd.org

Contact #3

First and Last Name: Chris Chelin

Title: Principal

High School: Kamiakin

Phone Number: 509-555-7000

Email: _____

Contact #4

First and Last Name: _____

Title: _____

High School: _____

Phone Number: _____

Email: _____

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, sexual orientation, gender identity, race, color, creed, national origin, citizenship or immigration status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, the use of a trained dog guide or service animal by a person with a disability, genetic information, or any protected status, in compliance with applicable state and federal law, including RCW 49.60.530. In addition, Contractor, including any subcontractor, must give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement..

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 25th day of June, 2024

Kennewick **SCHOOL DISTRICT:**

Rhonda Pratt
Superintendent or designee Printed Name

Date: 6/25/2024

DocuSigned by:

Rhonda Pratt

BD22262D319E48C...

Superintendent or designee Signature

rhonda.pratt@ksd.org

Superintendent or designee email address

CENTRAL WASHINGTON UNIVERSITY:

DocuSigned by:

Kyle Carrigan

80A8D9A65F854B7...

Kyle Carrigan,

Director of Concurrent Enrollment

Date: 6/25/2024

AAG 03.25.2024