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 referred to as "DISTRICT".

IT IS THE PURPOSE OF THIS AGREEMENT to provide: a collaborative College in the High School program (CHS), pursuant to RCW 28A.600.287 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, Lake Stevens School District Administration 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. The conditions of this agreement are:

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; SAT, PSAT, and ACT scores; or Compass or Accuplacer test scores pursuant to WAC 392-725-130. Students are subject to the CHS program 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 ninth, tenth, eleventh, or twelfth grade student.

2. The Lake Stevens School 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 Lake Stevens School District or the COLLEGE.

    a. Violations of the 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 CTE Dual Enrollment (formerly Tech Prep) credit. The CHS course(s) must use the same grading and transcription policies that apply to courses in the regular curriculum.

4. High school students in public schools shall **not** pay fees. (RCW 28A.600.287) Beginning on September 1, 2023, institutions of higher education must provide enrollment and registration in college in the high school courses in which a student is eligible to receive college credit available at no cost for students in the ninth, 10th, 11th, or 12th grade at public high schools.

   Private school students shall pay $220 per five credit class (prorated for less than five credits)

5. EvCC will not consider enrollments in the CHS eligible for state support and will therefore not count them as FTE's. The Lake Stevens School 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 the areas of partnerships, students, curriculum, assessment, faculty, and evaluation.

B. EvCC will have the responsibility to:

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

2. 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.

3. Consult with the Lake Stevens School District for any teacher non-compliance issues.

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

   - outline, learning objectives and syllabus
   - textbook and other teaching materials
   - assessment criteria and tools (e.g. papers, portfolios, quizzes, exams, labs, etc.)
   - academic rigor and content is at college level throughout the course
   - courses reflect the pedagogical, theoretical and philosophical orientation of EvCC academic department
   - grading criteria and standards
   - teaching observation and/or interview
   - expectations of the teacher

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

6. Conduct an annual meeting and new teacher orientation to review program policies and procedures with high school teachers and EvCC mentors.

7. Require the high school teacher to complete a discipline-specific professional development activity annually. Discipline-specific professional development is available to all teachers through the CHS program. Attending an outside professional development activity must be pre-approved by the EvCC department chair. A summary of the activity must be completed and submitted to the COLLEGE by May 1 of each year.

8. Make available written guidelines on program policies and procedures (available at www.EverettCC.edu/CHS)

9. Award college credit to high school students who enroll and complete the CHS course(s). The credit in the approved course(s) may be applied to a degree or certificate if the student attends EvCC post high school. If the course is academic and listed on the Associates in Arts and Sciences – Direct Transfer Agreement or any of the College'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. EvCC cannot guarantee that private or out of state colleges and universities will accept college credits earned in the CHS program. Each high school student is responsible for communicating with a transfer institution(s) prior to enrolling in CHS if s/he chooses to do so.

10. Provide high school teachers with program information and registration processes, and provide written instructions/deadlines for all processes.

11. Provide registration methods (both online and in-person) for high school students to register and pay (if required).

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

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

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

15. Maintain student records and transcripts.

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

17. Compensate each participating high school teacher $43 per registration (prorated as necessary) for work performed beyond their contract with Lake Stevens 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) Submit course syllabus each year that must include both course-specific standards and program-specific criteria
    d) Attend and/or participate in the annual discipline-specific professional development meeting or activity
    e) Communicate program information and registration requirements to students and families
    f) Market the benefits and potential implications 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 ctcLink ID
    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/faculty
    n) Maintain current Profile in the online system
    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) Facilitate the end-of-course student survey by assisting students to complete the survey by the established deadline
    t) Participates in program review or accreditation committees upon request

18. Include high school teachers as part of the AFT Everett Higher Education Local 1873, AFT, AFL/CIO (optional).

19. Everett Community College assures Lake Stevens School District that its agency complies with all state and federal guidelines and/or 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.

C. The Lake Stevens School District will have the responsibility to:

1. Identify interested and qualified high school teachers, and refer them to the High School Partnerships Office.

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

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

    - outline, learning objectives and syllabus
    - textbook and other teaching materials
    - assessment sample, criteria and tools (e.g. papers, portfolios, quizzes, exams, labs, etc.)
    - proof of academic rigor and content is at college level throughout the course
    - courses reflect the pedagogical, theoretical and philosophical orientation of EvCC academic department
    - grading criteria and standards
    - teaching observation and/or interview
    - expectations of the teacher

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

5. Notify the college should a teacher have an absence lasting more than **30** days.

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

7. Provide the rooms, labs, instructional equipment, supplies and textbooks for each of the approved high school courses.

    a. The Lake Stevens School District must have a plan in place to address technology needs that may arise for students and faculty as the result of a change in instructional approach, specifically moving from in-person instruction to another mode that utilizes online learning completely or in part.

    b. The Lake Stevens School District has identified, or implemented a way to assess student technology needs including student device and/or internet access should online or hybrid instruction be required (including hardware and high-speed internet access).

    c. The Lake Stevens School District has established support for CHS faculty transitioning to online instruction (possibly including training, access to software/app, and/or the LMS).

8. Require the high school teachers to communicate the program information/registration process and deadlines to the students and parents.

9. Require the high school teachers to attend the discipline-specific meeting with EvCC and to participate in discipline-specific professional development activities and/or events.

10. Require the high school teachers to facilitate the end-of-course student survey by assisting students to complete the survey by the established deadline.

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 ninth, 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.

    a. Grades earned through completion of a College in the High School course are determined by Everett Community College. Policies and practices for courses offered through this program, including grades transcribed on the college transcript, are determined by Everett Community College. All College in the High School courses must comply with college grading policies. The college grading policy - including the grading scale and grade options - is solely up to Everett Community College and cannot be altered or modified by the Lake Stevens School District's grading policy.

    b. If there is a difference in the grading policies between Everett Community College and the Lake Stevens School District, the Lake Stevens School District must adhere to their local policies for the high school transcript while, when required, providing grading information to the college which adheres to the college's grading policy.

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

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

    Note: A high school student's IEP or 504 Plan for K-12 classes do not automatically apply to college-level courses. College in the High School students with disabilities are responsible for meeting the same standards as those without disabilities. Accommodations provide access but do NOT modify the fundamental standards of the course.

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

17. Comply with program rules as outlined in RCW 28A.600.287.

18. Comply with OSPI reporting rules as outlined in WAC 392-725-235.

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 Lake Stevens School District.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on **11/01/2024**, or date of execution, whichever comes later, and be completed on **07/01/2025** 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.

CRIMES AGAINST CHILDREN

In accordance with RCW 28A.400.330, employees, agents, and contractors of Everett Community College are prohibited from working at a Lake Stevens School District school if they have or may have contact with children at a public school during the course of their employment and have pleaded guilty to or been convicted of the crimes identified in RCW 28A.400.322. Any failure to comply with this section shall be grounds for the Lake Stevens School District immediately terminating the contract.

CRIMINAL RECORDS CHECK

In accordance with RCW 28A.400.303, in the event that Everett Community College or its employees, agents, or contractors will have regularly scheduled unsupervised access to children, the employee, agent, or contractor will be required to undergo a record check through the Washington State Patrol criminal investigation system under RCW 43.43.830-.834, RCW 10.97.030, and RCW 10.97.050, and through the Federal Bureau of Investigation. The record check will include a fingerprint check using a complete Washington State criminal identification fingerprint card. This record check will occur before the individual is allowed access to Lake Stevens School District property and/or facilities where unsupervised access to children could occur. If the individual has undergone a record check meeting the requirements of RCW 28A.400.303 and this subsection within the previous two (2) years, the background check requirement may be waived. The Lake Stevens School District will not be responsible for any costs associated with the record check.

INDEMNIFICATION AND HOLD HARMLESS

Everett Community College shall defend, indemnify, and hold harmless the Lake Stevens School District in full for any and all claims against the Lake Stevens School District or its employees, officials or contractors which arise from the acts or omissions of Everett Community College and its employees, officials, agents, and contractors in the provision of services under this Agreement. The Lake Stevens School District will have the right, but not the obligation, to participate in any defense at its own cost and with its own counsel. The Lake Stevens School District shall defend, indemnify, and hold harmless Everett Community College in full for any and all claims against Everett Community College or its employees, officials or contractors which arise from the acts or omissions of the Lake Stevens School District and its employees, officials and contractors in the provision of services under this Agreement.

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 COLLEGE is:	Contract Manager for Lake Stevens School District is:
Heather Hill Director of High School Partnerships 2000 Tower Street Everett, WA 98201 425-259-8904 hehill@everettcc.edu	Dr. Mary Templeton Superintendent 12309 22nd St NE Lake Stevens, WA 98258 360-652-4500 mary_templeton@lkstevens.wednet.edu

IN WITNESS WHEREOF, the parties have executed this Agreement.

Signature

Heather Hill

Director of High School Partnerships

Everett Community College

8/15/2024
Date

Signature

Dr. Mary Templeton

Superintendent

Lake Stevens School District

10/3/24
Date