EWU COLLEGE IN THE HIGH SCHOOL
2026-2027 MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") has been developed between Eastern Washington University (hereinafter "EWU") and North Thurston Public Schools (hereinafter "School District") to govern our relationship in administering the College in the High School Program for the 2026-2027 academic year. It is intended to establish operational rules for enrollment in courses offered at high school sites and to define the conditions under which School District students ("Student" or "Students") may enroll in EWU courses.

1. Purpose

1.1. EWU offers the EWU College in the High School program ("EWUHS"), which trains School District Teachers ("Teachers" or "Instructors") to teach EWU courses. EWU offers EWUHS to award EWU credit to qualifying Students who successfully register for and successfully complete these EWUHS courses.

1.2. EWUHS is a "College in the High School" (also "CIHS") program located at a School District's high school in which a Student is enrolled in an EWUHS course in accordance with RCW 28A.600.290. Students are responsible for paying for required textbooks and course materials if they are not purchased by the School District.

1.3. EWUHS is accredited by the National Alliance of Concurrent Enrollment Partnerships ("NACEP"). This accreditation enables EWUHS to meet or exceed all Washington state rules for CIHS.

1.4. EWUHS is available to many high school sites as determined by Washington state law. For purposes of this MOU, "public high school" refers to those schools that meet the definition of a public school under RCW 28A150.010 and are serving Students in any of grades nine through twelve. EWUHS may impose and require different rules for public high schools and for non-public high schools based on state law, rules and guidelines adopted by the Office of the Superintendent for Public Instruction, and legislative appropriations.

2. Program Overview

2.1. Academic calendar. EWUHS is available during the School District's fall and spring semesters, or during the School District's fall, winter, and spring trimesters, or during the School District's entire academic year.. Any references to specific academic periods such as "semester" and "trimester" or "full year" in this MOU refer to the School District's semester, trimester and year-long academic periods.

2.2 Minimum enrollment.

High schools must meet a minimum enrollment of eight (8) eligible Students for each EWUHS section or course. If a section or course does not meet the minimum required

enrollment level, the School District may seek an exception to the minimum enrollment requirement from EWU in advance.

2.3. Cancellation. EWU reserves the right to cancel any EWUHS section or course at a public high school due to insufficient enrollment or lack of availability of a qualified instructor. If a section or course is canceled due to insufficient enrollment or lack of availability of a qualified instructor, EWU will not be responsible for any other costs, damages, or claims whatsoever arising from its cancellation of a section or course or this MOU, including, but not limited to, payments to the School District.

3. Payment and Fees: Public High School Students Only

3.1. Credit and Registration Fees: Public High School Students. There is no fee for a public high school Student to enroll in or register for a EWUHS course. EWU will maintain course enrollment records for state funding to cover the costs of public high school students enrollment in EWUHS courses.

4. Student Eligibility

4.1. Eligibility by Grade Level. High school ninth, tenth, eleventh and twelfth graders are eligible for participation in EWUHS in accordance with RCW 28A.600.287. School Districts are responsible for ensuring only eligible Students are provided the option to take an EWUHS course for EWU credit.

4.2. Student Recruitment. Recruitment of eligible Students is the sole responsibility of the School District.

4.3. Application and Registration. An application and registration form for participating Students shall be submitted to enroll in EWUHS. Official high school transcripts and/or SAT/ACT scores are not required. Before admitting a Student, EWU will decide whether the Student meets its eligibility requirements and whether the Student is likely to benefit from the university-level courses in which they seek to enroll.

4.4. Prerequisites. Some EWU courses require Students to have successfully completed mandatory prerequisite courses. Prerequisites are listed in EWU's course catalog. EWU will determine whether a Student has met the necessary prerequisites for an individual EWUHS course.

4.5. Academic Standing. Students must be in good academic standing as outlined in EWU's published in EWU's academic policy AP 303-21.

5. Credits and Courses

5.1. Official EWU Courses. Courses offered in the high school through EWUHS are official EWU courses. Students enrolled in EWUHS courses are eligible to earn EWU credit in addition to high school credit. Course names and titles must follow state requirements for CIHS courses.

5.2. Combined Courses. The School District may not combine EWUHS course sections with other course sections offered by other CIHS providers.

5.3. Co-Delivery of Courses. EWU faculty may approve co-delivery of EWUHS courses alongside other types of dual credit with the same Instructor in the same classroom. As an example, EWU faculty may approve an EWUHS course to be co-delivered in the same classroom as an Advanced Placement (also "AP") course. In adherence to NACEP accreditation standards, OSPI rules, and Washington state law, the decision for such approval is solely the decision of EWU.

5.4. Changes to Modality. If an EWUHS course must shift modality (examples: moving from face-to-face format to remote learning; moving from remote learning to hybrid learning), the Instructor must request and receive approval in advance from EWU for the new course modality.

5.5. High School Credit. On a course-by-course basis, the School District shall establish the amount of high school required credit or elective credit, or a combination thereof, that shall be awarded for each EWUHS course successfully completed by the Student based upon the conversion rate set forth in WAC 180-51-050(2).

5.6. Determination of High School Credit Amounts. The School District must determine how many high school credits will be awarded upon successful completion of a course. This determination must be made in writing before the student enrolls in the course.

5.7. Determination of University Credit. On a course-by-course basis, EWU shall establish the amount of EWU credit awarded per course. At EWU, the EWU credit may be applied toward general education requirements or degree requirements as outlined by academic policy. The EWU credit will have the same transferability as its equivalent course on the EWU campus. Upon successful completion of a EWUHS course and all requirements, EWU will grant the Student the appropriate amount of EWU credit.

5.8. Credit Maximums. Students may enroll for any number of credits permitted by state regulation and university academic policy.

5.9. Americans with Disabilities Act ("ADA").The School District and EWU will work cooperatively on any ADA accommodations made for Students with disabilities.

5.10. Individualized Education Program ("IEP"). For Students under an IEP that provides for participation in College in the High School, the School District which establishes the IEP will be responsible for ensuring compliance and costs associated with the IEP.

6. Student Behavior

6.1. Independent and Exclusive Jurisdiction. The School District and EWU shall independently have and exercise exclusive 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 EWU.

6.2. Student Conduct. Student conduct will be governed by the School District's policies and expectations as it pertains to the Student's physical actions and presence in the classroom and in the high school during the EWUHS course offered during the high school class period. Additionally, all EWUHS Students who are currently enrolled at EWU shall be subject to EWU's Student Conduct Code, Academic Integrity Policy, and all other policies regarding performance, expectations, and standards. The School

District shall be liable for any and all liabilities arising out of this Agreement or the provision of instructional activities on the School District's premises, including, but not limited to, incidents involving Student behavior.

7. EWU Responsibilities

7.1. Authorize and Approve Courses. EWU may authorize and approve EWUHS courses at high school locations as appropriate and permitted. Approved courses will be cataloged with the same departmental designations, course descriptions, numbers, titles, and credits as course sections offered on campus.

7.2. Determine Curriculum. EWU will determine the curriculum for each EWUHS course. Courses must reflect EWU's pedagogical, theoretical and philosophical orientation. The curriculum will be provided to Instructors at the School District locations for delivery. EWU faculty will visit the School District EWUHS classes to ensure the courses offered are the same as the courses offered on campus at EWU. EWUHS Students are held to the same standards of achievement and the same grading standards as students enrolled in on-campus sections of the same courses.

7.3. Determine Appropriate Appointment for Each Course. EWU will determine if School District Teachers are qualified to teach EWUHS courses. All appointed EWUHS Instructors shall be under the supervision of EWU and comply with all applicable EWU policies related to instructional and supervisory duties. New EWUHS Instructors will be provided with mandatory discipline-specific training and orientation, including curriculum, assessment, pedagogy, course philosophy, and administrative responsibilities and procedures.

7.4. Provide Application and Registration Forms. EWU will facilitate application and registration forms for participating Students to enroll in EWUHS courses. After determining whether a Student is eligible to participate, EWU will officially register the Student as a non-matriculated Student.

7.5. Provide Academic Expectations. EWU will provide documentation of academic expectations for Students enrolled in each approved EWUHS course offered at the School District. Students will be provided with a publication outlining their rights and responsibilities via the personal email address the Student provided on the Student's EWUHS application or to the Student's contact information on the Student's official EWU Student record.

7.6. Provide Assessment Standards. EWU will provide documentation outlining assessment standards so that EWUHS Students are assessed by the same standards used for the course when the course is offered on EWU's campus. Documentation will provide evidence, as delineated by the course syllabus, for EWUHS Students taking college courses.

7.7. Coordinate Meetings. EWU will coordinate team/individual meetings with School District Teachers to ensure adherence to syllabi and the expected rate of Student progress. Meetings will be coordinated, at EWU or the high school campus, as necessary.

7.8. Conduct Observations. EWU will, depending on program and accreditation requirements, conduct observations of School District Teachers at least once per year

and provide feedback on the effectiveness of the classroom experience to the School District Teacher and to the designated high school official. Observations may occur in person or via remote modalities.

7.9. Notify School Districts of Noncompliance. If EWU determines an EWUHS Instructor is not meeting standards or has violated EWU policies or procedures, it will notify the School District within 60 days of the noncompliance and provide a recommendation for remedying the noncompliance. EWU and the School District will work together to find a mutually agreeable resolution of any noncompliance issues.

7.10. Evaluate EWUHS Instructors and Courses. EWU will arrange to have each School District Teacher evaluated at the end of each semester or trimester using the EWU Student evaluation process. EWU will also conduct surveys of the participating School District Teachers, instructors, principals, and guidance counselors at least once every three years. The surveys will meet the standards required by WAC 392-725-160.

7.11. Solicit Feedback from Teachers. EWU will solicit input from School District Teachers as appropriate for development of the course final exam.

7.12. Support EWU Campus Visits. EWU will provide each Student the opportunity to visit the EWU campus upon mutual agreement between the School District and EWU.

7.13. Offer Official EWU Student ID Cards. EWU will enable eligible Students to obtain an EWU student ID card if requested.

7.14. Maintain Eligible Courses. EWU will maintain a list of approved EWUHS courses. A current list of approved EWUHS courses can be found on the EWUHS program website.

7.15. Track Enrollments. EWU will track courses, Instructors, and enrollments. EWU will update courses, Instructors, and enrollments in accordance with posted deadlines. EWU will assist Instructors in the monthly updates of course enrollments. Course enrollments are subject to change based on verification.

7.16. Maintain Distinct Enrollment Records. EWU will maintain documentation on Students enrolled in EWUHS separate from other student enrollment information.

7.18. Provide and Require Instructor Training. EWU will provide and require annual training for all Instructors teaching EWUHS courses. The training covers responsibilities under the EWUHS program as well as discipline specific professional development, course content, course delivery, assessment, and evaluation. The training may be provided via Canvas, in-person, or a combination of both.

7.19. Maintain Accreditation. EWU will maintain NACEP accreditation. EWU is NACEP accredited and will provide documentation of accreditation to the CIHS Standards Report Review Committee by the deadlines established by RCW and the rules governing College in the High School. The certificate of accreditation is evidence EWU has met the most recent NACEP student, curriculum and assessment, faculty, and evaluation standards, as well as the state required standards contained in WAC 392-725-120, -130, -140, -150, and -160.

8. School District Responsibilities

8.1. Complete an MOU. The School District will sign and submit this MOU to EWU before classes are scheduled for the 2026-2027 academic year. A summary of course offerings will be reflected in an attachment to this MOU.

8.2. Assign Qualified Instructors. The School District will assign qualified Teachers for EWUHS classes. Teachers assigned to teach EWUHS classes must meet the same qualifications required for teaching the same subject matter at EWU and must be approved by EWU. EWU will provide the School District with a list of the qualifications required to teach each relevant discipline. An approved bachelor's degree or master's degree in the subject or such a degree's equivalent (for example, living or studying abroad) is usually required. The School District shall ensure the Teacher provides his or her resume/vita for consideration of Teacher appointment by the appropriate EWU college department.

8.3. Ensure Completion of Processes. The School District will track Teachers to ensure Teachers complete and follow the Teacher application procedures and deadlines.

8.4. Obtain Approval. In coordination with the EWUHS program and department faculty, the School District will obtain official approval from the respective EWU academic department for any School District Teacher appointment for each course.

8.5. Provide Supervision. The School District will supervise and evaluate School District Teachers per any School District collective bargaining agreement.

8.6. Provide Appropriate Compensation. The School District will compensate the School District Teacher in accordance with School District policies, procedures and any applicable School District collective bargaining agreement.

8.7. Track Completion of EWUHS Requirements. Before providing Teacher compensation, the School district will ensure each appointed EWUHS Teacher completes the following activities for each approved course:

8.7.1. Provides a professional and prepared classroom environment.

8.7.2. Collects and submits to EWU all Student registration forms and evaluations.

8.7.3. Completes annual in-person professional development and new Instructor orientation requirements/meetings as designated or requested by EWU, including:

8.7.3.1. Completing EWU Annual Training and Orientation regarding course curriculum, assessment criteria, pedagogy, course philosophy, and administrative responsibilities and procedures. This professional development may be provided via Canvas, in-person, or as a combination of both delivery modes;

8.7.3.2. Meeting with the relevant EWU faculty liaison to review the course syllabus at the beginning of each academic year; and

8.7.3.3. Attending an in-service professional development during EWU faculty site visits each semester that expands the Teacher's knowledge in the discipline.

8.7.4. Allows EWU faculty to conduct classroom observation at least once per year for each Teacher of each approved course.

8.7.5. Coordinates completion of Student evaluations in accordance with the EWU student evaluation process.

8.7.6. Provides input to EWU faculty on the development of the course final.

8.7.7. Ensures Students complete course requirements as indicated in the course syllabi.

8.7.8. Assigns EWU grades for approved courses in accordance with EWU established policies and deadlines.

8.8. Respond to Performance Recommendations. In accordance with any School District collective bargaining agreement, the School District will respond to recommendations regarding inadequate performance or noncompliance as identified by EWU.

8.9. Maintain Documentation of Course Requirements. When offering a mixed enrollment class, the School District will maintain documentation that differentiates instruction and class requirements for Students earning only high school credit versus Students approved to earn both high school and EWU course credit.

8.10. Communicate College in the High School Opportunities. The School District will provide general information about the College in the High School program to parents and guardians of School District Students as required by state law.

8.11. Report Enrollment. The School District will assume sole responsibility for accurately reporting Student enrollment to the Office of the Superintendent of Public Instruction (OSPI).

8.12. Support Clery Act Reporting. Upon request and for purposes of complying with federal reporting requirements, the School District will provide EWU with a list of all criminal incidents occurring on School District premises.

8.13. Assume or Assign Responsibility for Course Materials. The School District will assume responsibility for course materials, including but not limited to textbooks, for each EWUHS course unless the School District assigns responsibility to the Student. EWU will specify which materials must be used, and the School District or Student may purchase required materials through EWU’s bookstore or from another entity if they are commercially available.

8.14. Verify Course Offerings. The School District will ensure identified EWU courses have been approved by the School District to be offered in the High School.

8.15. Parent/Guardian Permission Waiver. The School District interprets OSPI and Washington Student Achievement Council (WSAC)rules to determine whether or not it will require parent or guardian permission for Students. EWU will not require parent or guardian permission as any part of the registration process.

9. Instructor Responsibilities

9.1. Complete General Orientation. EWUHS Instructors will complete mandatory EWUHS Orientation each term of instruction.

9.2. Complete Disciplinary Orientation. EWUHS Instructors will complete mandatory discipline-specific orientations and annual professional development as required by the academic department. These orientations and professional development requirements may be offered via Canvas, in-person, or as a combination of delivery modes.

9.3. Complete Annual Professional Development Session. New Instructors must complete course-specific training in their first year, and returning Instructors are required to mandatory attend subject-based training with their EWU departments annually

9.4. Assistance with Placement. EWUHS Instructors will work with EWU faculty in the English and Math Departments to schedule and assist with any placement established by EWU departments.

9.5. Create an Appropriate Syllabus. EWUHS Instructors will work with an assigned EWU faculty to create an appropriate syllabus for the EWU course.

9.6. Meet Course Content Requirements. EWUHS Instructors will ensure the course taught through the EWUHS program meets the content and rigor requirements of the same course taught in an on-campus environment, including assessment criteria. The syllabus will align with the EWU department standards. The EWUHS Syllabus Template must be used or an alternative syllabus must contain all the same information.

9.7. Support Registration Processes. EWUHS Instructors will assist Students with registration in conjunction with the EWUHS office. NACEP accreditation requires Students to be enrolled in and withdrawn from courses by deadlines outlined in any attached appendices

9.8. Monitor Rosters. EWUHS Instructors will monitor class rosters monthly, confirm with the EWUHS office that class rosters are correct, and notify the EWUHS office of any changes in enrollment immediately. NACEP accreditation requires Students to be enrolled in and withdrawn from courses by posted deadlines.

9.9. Advise Students. EWUHS Instructors will advise Students in the high school about course expectations and help Students make informed decisions about participation in concurrent enrollment programs.

9.10. Communicate Transcript Policy. EWUHS Instructors will advise Students that EWUHS classes are recorded on an official college transcript regardless of Students' performance in the course. EWUHS Instructors will provide information to Students about how to request a transcript.

9.11. Participate in On-site Evaluations. EWUHS Instructors will participate in the on-site evaluation process with the designated EWU faculty.

9.12. Participate in Assessments. EWUHS Instructors will work with the designated faculty to provide any required assessment to the university/departments. Completed examples will be required.

9.13. Assess Student Work. EWUHS Instructors will assess all Student work as required to create and enter appropriate university grades into the university system by deadlines outlined in any attached appendices.

9.14. Support End-of-Term Evaluations. EWUHS Instructors will have Students complete end-of-term course evaluations.

9.15. Adhere to Program Administration Rules. EWUHS Instructors will perform administrative responsibilities in a manner and time frame consistent with EWU policies and procedures, including deadlines outlined in any attached appendices.

9.16. Meet Deadlines. EWUHS Instructors will meet applicable deadlines for each semester or trimester.

9.17. Syllabus Template. EWUHS Instructors will be provided with an approved syllabus template during annual professional training, and final syllabi will be approved by liaisons and mentors prior to the start of term.

10. Reimbursement to Districts for Instructors

10.1. EWU will send eligible funds to the School District **at the end of the grading period** and after EWU has received all necessary documentation. |

10.1.1. All sections or periods of a course that occur during the same high school academic term(s) of the school year (for example, in the same semester or trimester) and are taught by the same EWUHS Instructor will be considered one course for reimbursement purposes. EWU will reimburse districts using the following model:

1. $35 per enrolled student, up to a maximum of 20 students per course; and
2. A single annual payment of $225 per EWUHS Instructor who attends the annual in-person EWUHS professional training and orientation for courses delivered during the 2026-2027 academic year.

10.1.2. These funds are intended to support EWUHS Instructors training requirements and for handling non-instructional program requirements..

10.1.3. EWU is not responsible for paying any funds to the School District for any courses canceled under the terms of this MOU by EWU for insufficient enrollment.

11. NACEP Standards

This MOU is subject to NACEP standards as outlined below.

11.1. Partnership Standards

11.1.1. The concurrent enrollment program aligns with the college/university mission and is supported by the institution's administration and academic leadership.

11.1.2. The concurrent enrollment program has ongoing collaboration with secondary school partners.

11.2. Faculty Standards

11.2.1. All concurrent enrollment Instructors are approved by the appropriate college/university academic leadership and must meet the minimum qualifications for Instructors teaching the course on campus.

11.2.2. Faculty liaisons at the college/university provide all new concurrent enrollment Instructors with course-specific training in course philosophy, curriculum, pedagogy, and assessment prior to the Instructor teaching the course.

11.2.3. Concurrent enrollment Instructors participate in college/university provided annual discipline-specific professional development and ongoing collegial interaction to further enhance Instructors' pedagogy and breadth of knowledge in the discipline.

11.2.4. The concurrent enrollment program ensures Instructors are informed of and adhere to program policies and procedures.

11.3. Curriculum Standards

11.3.1. Courses administered through a concurrent enrollment program are college/university cataloged courses with the same departmental designations, course descriptions, numbers, titles, and credits.

11.3.2. The college/university ensures the concurrent enrollment courses reflect the learning objectives, and the pedagogical, theoretical and philosophical orientation of the respective college/university discipline.

11.3.3. Faculty conduct site visits to observe course content and delivery, student discourse and rapport to ensure the courses offered through the concurrent enrollment program are equivalent to the courses offered on campus.

11.4. Assessment Standard

11.4.1. The college/university ensures enrollment students’ proficiency of learning outcomes is measured using comparable grading standards and assessment methods to on campus sections.

11.4.2. The State of Washington as well as EWUHS recognizes the need for many high schools to run mixed courses due to school enrollment and instructor availability. This practice directs instructors to manage two class rosters and gradebooks.

Currently, EWUHS courses are being taught concurrently with Advanced Placement, International Baccalaureate, and in classrooms with students taking the course for credit or choosing not to enroll in the college section. This policy allows instructors to award different grades for the EWUHS course and high school course, and the earned grades will be reflected on the academic transcripts.

11.5. Student Standards

11.5.1. Registration and transcript policies and practices for concurrent enrollment students are consistent with those on campus.

11.5.2. The concurrent enrollment program has a process to ensure students meet the course prerequisites of the college/university.

11.5.3. Concurrent enrollment students are advised about the benefits and implications of taking college courses, as well as the college's policies and expectations.

11.5.4. The college/university provides, in conjunction with secondary partners, concurrent enrollment students with suitable access to learning resources and student support services.

11.6. Program Evaluation Standards

11.6.1. The college/university conducts end-of-term student course evaluations for each concurrent enrollment course to provide Instructors with student feedback.

11.6.2. The college/university conducts and reports regular and ongoing evaluations of the concurrent enrollment program effectiveness and uses the results for continuous improvement.

12. Term of This MOU

12.1. This MOU shall commence on July 1, 2026 and continue through June 30, 2027.

12.2. In the event EWU's authority to perform any of its duties in this MOU is withdrawn, reduced, or limited in any way after the commencement of this MOU and prior to the end of the term, EWU may terminate this MOU at the end of fall semester by giving the School District seven (7) calendar days written notice. No penalty shall accrue to EWU nor shall the School District be entitled to any damages in the event this section is exercised.

13. Conditions and Compliance

13.1. Changes and Amendments. This Agreement is intended to provide direction in the administration of the College in the High School Program for EWU and the School District. Any changes must be in writing and agreed to by all interested parties prior to any amendments.

13.2. RCWs and WACs. Compliance with all relevant RCWs and WACs is assured by this Agreement. If either party expresses concern that a particular RCW or WAC is not being adequately addressed, EWU and School District officials will immediately address the issue and update the MOU or appendices as necessary.

13.3. Conflicts. EWU and School District shall comply with all laws, ordinances, College in the High School RCWs and 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 College in the High School RCWs and WACs, the RCWs and WACs will govern the Agreement.

13.4. Right to Access. EWU shall provide a right of access to all EWU documentation as it pertains to this Agreement, to School District, its officers, agents and employees, and to any other authorized 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 so long as such access adheres to RCWs, WACs, and EWU policy.

13.5. Communication. 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 EWU staff to communicate issues regarding delivery of services under this Agreement.

13.6. Coordinator of Services. Each party hereby designates the following to be their coordinator of services under this Agreement:

EWU	School District
Jennifer Nuñez 509-359-2033 304 Sutton Hall Cheney, WA 99004-2442 Email: jnunez@ewu.edu	Troy Oliver 305 College Street NE Lacey, WA 98516 Phone: 360-412-4400 Email:superintendent@nthurston.k12.wa.us

13.7. Nondiscrimination/Anti-Harassment. In the performance of this Agreement, the parties agree to comply at all times with all applicable state and federal laws, rules, and regulations governing equal employment, opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. Neither party shall discriminate against any employee, applicant for employment, or against any student on the basis of a Protected Status. “Protected Status” refers to age, sex, marital status, sexual orientation, gender identity, race, creed, color, national origin, citizenship or immigration status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or the use of a trained guide dog or service animal by a person with a disability. More specifically, neither party shall not: (i) refuse to hire any person because of a Protected Status, unless based upon a bona fide occupational qualification, provided that the prohibition on discrimination because of a disability shall not apply if the particular disability prevents the proper performance of the particular worker involved; (ii) discharge or bar any person from employment because of a Protected Status; (iii) discriminate against any person in compensation or in other terms or conditions of employment because of a Protected Status, except it shall not be an unfair practice for an employer to segregate washrooms or locker facilities on the basis of sex, or to base other terms and conditions of employment on the sex of employees where the Washington State Human Rights Commission by regulation or ruling in a particular instance has found the employment practice to be appropriate for the practical realization of equality of opportunity between the sexes; or, (iv) print or

circulate, or causing to be printed or circulated, any statement, advertisement, or publication, or to use any form of application for employment, or to make any inquiry in connection with prospective employment, which expresses any limitation, specification, or discrimination as to a person's Protected Status, unless based on a bona fide occupational qualification, except advertisements may be posted in a foreign language.

13.8. 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 EWU or the agents, officers, volunteers or employees of EWU. The officers, agents, employees or volunteers of EWU shall not be entitled to any rights or privileges of employment with the School District. EWU assumes exclusive responsibility for any and all actions, rights and obligations of its officers, agents, employees or volunteers. School District employees and students do not, by this Agreement, become agents or employees of EWU. Accordingly, School District employees and its students shall not be entitled to any rights and privileges established for employees of EWU, such as but not limited to vacation leave; sick leave with pay; paid days off; life, accident and health insurance; severance pay upon termination of this Agreement; or any collective bargaining agreement provisions.

13.9. 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.

13.10. Indemnification/Hold Harmless/Duty to Defend. Each party to this Agreement shall be responsible for claims and damages to persons or property resulting from acts or omissions on the part of itself, its employees, or its officers. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement. Neither party to this Agreement shall be considered the agent of the other party.

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

13.11.1. Worker's Compensation Insurance in compliance with RCW Title 51;

13.11.2. 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;

There shall be no cancellation, material change, or reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from one party or its insurer(s) to the other party. If requested, each party shall furnish

acceptable insurance certificates to the other. Such certificates shall include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level.

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

13.11.3. EWU, 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. The tort claims procedure, RCW 4.92.100 et seq., provides the fundamental remedy for all tort liability claims against EWU and its officers, employees, and agents acting as such and all such claims must be filed and processed as provided therein.

13.12. Confidentiality. Both parties agree to comply with the Family Education Rights and Privacy Act (FERPA) with respect to individual student education records. In the event of a health or safety emergency involving a student, the parties will work together to share information to the extent permitted by FERPA.

13.13. College in the High School Funding. The provisions of this Agreement assume compliance with applicable laws and regulations. Conflict regarding a student's eligibility for College in the High School funding will be mutually resolved between the Parties.

13.14. 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.

13.15. 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 signed agreement occurs between the parties.

13.16. Waiver of Breach/Default. 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.

13.17. 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.

13.18. Mandatory Dispute Resolution Procedure**.** In the event that a dispute shall arise regarding the terms, conditions, or breach of this Agreement, the parties shall, as a condition precedent to taking any action, mediate the dispute using the services of a mutually agreed upon independent mediator. Each party shall split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses. Notwithstanding the above, if either party precludes the other from performing under this Agreement, the party that precludes the other from performance shall be prohibited from seeking or maintaining any action, claim or demand under or pertaining to this Agreement, including a demand for arbitration and the other party shall be discharged from any further contractual duty under the Agreement.

13.19. Attorneys' Fees and Costs. In the event legal action becomes necessary to enforce or interpret the terms of this Agreement, the parties shall be required to mediate their dispute(s) prior to legal action being commenced. After mediation has occurred, the prevailing party in any legal action shall be entitled to recover reasonable attorneys' fees and costs incurred in such action, as determined by the court. In the event of any appeals from such actions, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in such appeals, as determined by the court(s). The term "costs" shall include, in addition to statutory costs and disbursements, all costs associated with discovery depositions, expert witness fees, and out-of-pocket costs incurred by the prevailing party in the prosecution or defense of the action. For the purpose of this paragraph, the term "action" shall be deemed to include any proceeding commenced in the bankruptcy courts of the United States.

13.20. 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 Spokane County, Washington.

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

Eastern Washington University

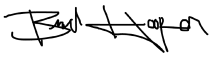
Riki Ellis
Signature

Riki Ellis
Printed Name

Contracts Specialist 2
Title

9/4/26
Date

North Thurston Public Schools


Signature

Brad Hooper
Printed Name

Director of Career and Technical Education
Title

8/17/26
Date

Attachment B: Course Projection (Submit with signed MOU)

EASTERN WASHINGTON UNIVERSITY
start something big

EWU COLLEGE IN THE HIGH SCHOOL
2026-2027 COURSE PROJECTIONS

This course projection has been developed between Eastern Washington University (hereinafter "EWU") and North Thurston Public Schools (hereinafter "School District") to govern our relationship in administering the College in the High School Program for the 2026-2027 academic year. It is intended to establish operational rules for enrollment in courses offered at high school sites and to define the conditions under which School District students ("Student" or "Students") may enroll in EWU courses.

*One row per course

River Ridge High School

EWU Course Title or Code ex: History 112 or American History since 1977	High School Instructor: Government First & Last Name	Term: ex: "Fall Trimester"	Start of term:	End of term:	Comments *Please mention any edits added to sheet	Indicate: "O" for offering "NO" for not offering
AAST 215 Early African American History	Megan Pattin	Fall Semester	9/3/26	1/29/27		O
AAST 220 African American History Post Civil War	Megan Pattin	Spring Semester	2/1/27	6/17/27		O