

This Interlocal Agreement (“Agreement”), pursuant to *Chapter 39.34 RCW Interlocal Cooperation Act*, effective as of the last date of signature (the “Effective Date”) is made by and between the University of Washington, a public institution of higher education and agency of the State of Washington having administrative offices at 4333 Brooklyn Ave N.E., Seattle, Washington 98105 (“UW”) and the Kennewick School District, a municipal corporation and subdivision of the State of Washington having administrative offices at Kennewick School District, 1000 W. 4th Avenue Kennewick, WA 99336-5601 (“District”) (each individually a “Party” and together the “Parties”). UW and District hereby agree as follows:

1. Background

- 1.1 UW offers the UW in the High School program (“UWHS”), which trains District Teachers to teach a UW course, and awards UW credit to District students who successfully complete these UW courses.
- 1.2 District desires to participate in the UW in the High School program. The specific courses, District instructors of record (hereafter “Teachers”), and participating District schools (hereafter “Schools”) participating in UWHS are as specified in Exhibit A (the “Program”).
- 1.3 UWHS is accredited by the National Alliance of Concurrent Enrollment Partnerships (“NACEP”). With this national accreditation, the UWHS program meets or exceeds all requirements for Washington state rules for “College in the High School” programs. These state rules mirror many of the NACEP standards, including in the areas of students, curriculum, assessment, faculty, and evaluation.

2. The Program

- 2.1 **Recruitment.** Recruitment of qualified and eligible Students will be the sole responsibility of District Teachers and District administration.
- 2.2 **Eligibility.** Per Washington State legislation for “College in the High School,” only students in 10th, 11th and 12th grade are eligible to register for college credit for these courses. Students taking any course for UW credit should have earned a grade of B+ or above in previous courses in the subject area, or have the permission of the instructor. Students must complete any prerequisite courses in the high school before enrolling in the UW course. Details are on the UWHS web site under Who Can Enroll (<https://www.uwhs.uw.edu/students-parents/who-can-enroll/>).
- 2.3 **Courses.** Program courses will be taught in rooms provided by the District and/or School during the 2017-18 academic year. Specific course dates will be determined by the District and communicated to UWHS.
- 2.4 **Co-offering of Courses.** School or District may not combine the UW Course with those offered by other “College in the High School” providers within the same course section. If desired, School or District may offer courses from different providers in separate course sections. In some circumstances, school or District may co-deliver a UW course alongside an Advanced Placement (AP) course, with the same teacher and students in the same classroom. School or District personnel should contact UWHS to confirm specific UW courses that can appropriately be co-delivered with an AP course.
- 2.5 **Teachers.**
 - (a) Teachers must be approved and trained by the appropriate UW academic departments to teach the specific UW course. The approved and trained teacher serves as the instructor of record and the primary instructor of the course. Other school personnel not approved and trained specifically for the UW course through UWHS cannot serve as graders, readers, or primary instructors of the UW course.
 - (b) Teachers must complete a program orientation and attend discipline-specific training before teaching the course. To remain active with the program, Teachers are required to attend discipline-specific training at UW every other year, and these trainings are offered at least annually by the UWHS program.
 - (c) Teachers will be appointed as UW Hourly Extension Lecturers.
 - (d) If a Teacher must take a leave of absence from teaching the UW course for longer than two weeks, or there is a change in which teacher is offering the UW course, the District must contact the UWHS office as soon as possible.
 - (e) Teachers must work with the UWHS liaison assigned to that course to arrange and host a classroom observation in a timely manner. A copy of the UWHS liaison report will be shared with the Teacher.

- (f) Other than the Teacher Honoraria below, District is responsible for payment of all Teacher salaries and benefits.
- 2.6 Teacher Honoraria. UW will pay \$350.00 per course to the Teachers for handling non-instructional requirements (e.g. student evaluations) for the program as well as \$100.00 per day for teachers to attend UWHS discipline-specific training.
- 2.7 Minimum Enrollment. A minimum of 4 students must register for UW credit for a course to be eligible for the UWHS program and for the registered students to receive UW credit.
- 2.8 Maximum Enrollment. Total enrollment in any section of a course should not exceed 32 students. In accordance with UW policies, the maximum section size is lower for Biology (24), Chinese (22), English (23), French (24), German (25), Japanese (22), Korean (22), and Spanish (25). Schools must make all reasonable attempts to not exceed these class sizes.
- 2.9 Maximum Number of Sections. For UW English courses, teachers may teach no more than two sections of UW English per semester for semester-long courses, or three sections of UW English per year for year-long courses.
- 2.10 Course Materials. UWHS will provide Teachers with tests, quizzes, and other materials routinely provided to instructors of the course on the UW campus. Teachers will use UW syllabi, texts, quizzes, tests, grading procedures and scales, and any other curricular materials as required by the appropriate UW departments. It will be the responsibility of the District or the individual students to purchase any required texts.
- 2.11 UWHS Liaisons. UWHS will provide liaisons, who have been appointed by the appropriate UW departments, to visit the courses either in person or through web conferencing, as well as to work with the teachers during the school year. These liaisons will have completed a national and Washington State Patrol background check prior to visiting the District.
- 2.12 Guest Speakers. On occasion and by request from the School/Teacher, additional guest speakers from UW may visit the School. The School is responsible for advising the guest speaker of any security or screening requirements prior to their school visit.
- 2.13 Evaluation. Teachers will administer the standard UW end-of-course evaluations with those students registered for UW credit. The results will be shared with the appropriate UW academic department and the Teacher.
- 2.14 Grades. Upon completion of courses, teachers will submit to the UW a numerical grade for each student registered for UW credit. Grades are on the 4.0 scale. One exception is the CHEM 110 course, which is graded Credit/No Credit (CR/NC).
- 2.15 UW Credit. To comply with UW regulations governing the issuance of credit, students registering for UW credit will spend a minimum of 50 hours in the classroom and 100 hours doing outside homework for any five-credit course. Exceptions include CSE 142, which is a four-credit course, and CHEM 110, which is a variable-credit course worth either three credits (no labs or lab sequence not approved by UW) or five credits (lab sequence approved by UW). For CHEM 110, the approved teacher's lab sequence must be approved by UW by deadlines and process outlined in the course handbook provided to teachers by the UW academic department.
- 2.16 UW Transcript. Registered students establish an official and permanent UW transcript. The students' final grade or course status and their earned UW credits will be recorded on their UW transcript. Transfer of these credits will be determined by the institution to which the student applies; it is the responsibility of the students to communicate with prospective institutions about transfer of these credits.
- 2.17 High School Credit. Schools are responsible for all matters related to the high school credit and transcripts, including using UW course titles and the "College in the High School" course designation code (C), per Washington "College in the High School" rules and OSPI guidelines.
- 2.18 Data Sharing. Upon request, District and UW may share and compare lists of their UWHS students for each course. For student data subject to FERPA, District and UW will be considered a "school official" with a "legitimate educational interest" as those terms are used in FERPA and its implementing regulations with respect to the other party's student data. Each party's use of the other party's student data will comply with FERPA and other state and federal laws regarding confidentiality, and will be protected with the same care that the protecting party uses to protect its own student data, and in accordance with WA state data protection policies. In the event of an unauthorized disclosure of student data, the party in breach will a) promptly notify the other party of the unauthorized disclosure and take any requested actions to minimize the breach, and b) indemnify the other party against any and all costs related to the unauthorized disclosure of information, including the costs of any notification campaign required under WA State law.

3. Payment

- 3.1 **State Funding.** In the event that District receives approval from the state for state funding of its participation in the UWHS program, the terms and conditions of Exhibit B, State Funding, shall apply.
- 3.2 **Payment by Student.** Students enrolled in the courses will pay a course fee of \$325, plus a \$45 registration fee. These funds will be made payable to the UW at the time that students register.
- 3.3 **Payment by Third Party.** The School or District may choose to collect funds from its students or pay on behalf of students via Purchase Order or other payment means at the rates in Section 3.2 above. If the School or District makes payment as a third party, please contact UWHS for instructions, since additional information may be needed to generate 1098-T tax forms for students or their parents.

4. Program Administrators

- 4.1 **UW Program Administrator.** The UW Program Administrator for all issues related to UW's role in the delivery of the Program under this Agreement shall be:

Name: Tim Stetter
Title: Director, UW in the High School
Address: University of Washington, Box 359485, Seattle, WA 98195-3600
Telephone: 206-221-6223
E-mail: stetter@uw.edu

- 4.2 **District Program Administrator.** The District Program Administrator responsible for all issues related to District's role in the delivery of the Program under this Agreement shall be:

Superintendent Name: Dave Bond
Title: Superintendent
School District Address: 1000 W. 4th Avenue Kennewick, WA 99336-5601
Telephone: (509)222-5020
E-mail: dave.bond@ksd.org

5. Intellectual Property

- 5.1 **Ownership and Control.** UW owns or controls all intellectual property related to the Program and the UW courses.
- 5.2 **No Transfer of Ownership.** The Parties will not, by performance under this Agreement, obtain any ownership interest in copyright, trademark rights or any other proprietary rights or information of the other Party, its officers, inventors, employees, students, or agents.

6. Representation and Risk

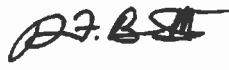
- 6.1 **Right to Enter Agreement.** Each Party represents that it has the right to accept its respective obligations as set forth in this Agreement.
- 6.2 **No Third-Party Obligations.** Each Party represents, to the best of its knowledge, that it is under no obligation to any third party which could interfere with its own ability to enter into or perform its obligations under this Agreement.
- 6.3 **Independent Contractors.** The Parties are independent contractors. Nothing in this Agreement will be deemed to create any association, partnership, joint venture, employment relationship, or agency relationship between District and UW with respect to the UW Program or otherwise.

- 6.4 **Indemnification.** The Parties agree to defend, indemnify, and hold each other harmless from and against any loss, claim, or damage arising from the negligent acts or omissions of their respective officers, employees, students, agents, or authorized subcontractor(s) in the performance of their duties under this Agreement. This indemnification clause will survive the expiration or termination of this Agreement.
7. **Term & Termination**
- 7.1 **Term.** The Term of this Agreement shall commence on the Effective Date and shall continue until September 30, 2018 unless sooner terminated in accordance with the provisions set forth in this Agreement.
- 7.2 **Termination for Cause.** If for any cause, one Party (the "Responsible Party") does not fulfill in a timely and proper manner its obligations under this Agreement, or violates any of the terms and conditions herein, the other Party (the "Aggrieved Party") will give the Responsible Party written notice of such failure or violation. The Responsible Party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the Aggrieved Party to the other.
8. **General**
- 8.1 **Severability.** If any provision of this Agreement will be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be in any way affected or impaired thereby.
- 8.2 **Waiver of Breach.** No omission or delay of either Party hereto in requiring due and punctual fulfillment of the obligations of the other Party hereto will be deemed to constitute a waiver by such Party of its rights to require such due and punctual fulfillment, or of any other of its remedies hereunder.
- 8.3 **Amendments.** No amendment or modification hereof will be valid or binding upon the Parties unless it is made in writing, cites this Agreement, and is signed by duly authorized representatives of the Parties.
- 8.4 **Exhibits.** The Parties agree and acknowledge that all Exhibits referred to in this Agreement are incorporated in this Agreement by reference.
- 8.5 **Assignment.** This Agreement and the rights and benefits conferred by each Party upon the other Party hereunder may not be assigned, delegated, or transferred by either Party.
- 8.6 **Force Majeure.** In the event either Party hereto is prevented from or delayed in the performance of any of its obligations hereunder by reason of acts of God, war, strikes, riots, storms, fires, or any other cause whatsoever beyond the reasonable control of the non-performing Party, the non-performing Party will be excused from the performance of any such obligation to the extent and during the period of such prevention or delay.
- 8.7 **Headings.** The headings of the several sections of this Agreement are inserted for convenience and reference only, and are not intended to be a part of, or to affect the meaning or interpretation of, this Agreement.
- 8.8 **Entire Understanding.** This Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, between the Parties relating to the subject matter of this Agreement.
- 8.9 **Conflict Resolution.** In the event of a dispute between the parties relating to the terms and conditions of this Agreement or the performance of the parties hereunder, the Parties shall first attempt to resolve the dispute by initiating a discussion in good faith between the contacts listed in Section 4. In the event the Parties are unable to resolve any such dispute within fifteen (15) business days (or other such time period to which both Parties agree), then the Parties shall seek to resolve the dispute by a Dispute Board as follows: The Parties to this Agreement shall each 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. 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.
- 8.10 **Notices.** Any notice or other communication required or permitted to be given by either Party shall be deemed to have been properly given and delivered, if delivered in writing to the respective parties and addresses set forth in Section 4, or to such other address as either party shall designate by written notice given to the other Party, on the

dates as follows: (i) two business days after being sent by registered or certified mail, return receipt requested, postage prepaid, (ii) one business day after being sent via reputable nationwide overnight courier service guaranteeing next business day delivery, (iii) three business days after deposit in the United States Postal Service if sent by first class mail, properly addressed; or (iv) immediately after being sent by facsimile transmission and confirmed by prompt delivery of the hardcopy original.

IN WITNESS WHEREOF, UW and District have executed this Agreement, by their respective duly authorized officers, on the dates indicated below.

Signature of UW:

By: 

Rovy F. Branon, III, Vice Provost
University of Washington Continuum College

Date: August 1, 2017

Signature of District :

By: 

Dave Bond, Superintendent
Kennewick School District

Date: 8-7-17

Exhibit: A UWHS Program
OFFERED COURSE(S)

Kennewick School District

Southridge High School

UW Dept Name	Course	Term	Teacher
Psychology	PSYCH 101	Autumn 2017	Steven Isley
Chemistry	CHEM 110	Autumn 2017	Tammy Neslin

Exhibit B: State Funding

In 2015, the WA Legislature passed ESSHB 1546, which provides state funding for student participation in "College in the High School." Under that legislation, approved school districts will receive state funds for students participating in a "College in the High School" program, with 100% of funding being passed through to the college or university administering the program. For the 2017-2018 academic school year, that funding is set at \$65 per academic credit.

UW and District agree to the following additional terms to implement the state funding of students, sharing of student data, and payment of funds due UW. The terms of this Exhibit B shall apply only if District receives approval from the state for state funding of UW courses offered through the UWHS program:

- B.1 District represents that they have been selected by OSPI for participation in the state funded program.
 - B.2 District will pass through state funding received for students completing courses through the UWHS program and pay UW for those courses at the \$65/academic credit rate.
 - B.3 District is responsible for record-keeping and verification of student eligibility for state funding for each student, and for notifying their UWHS students of any state requirements for eligibility for state funding.
 - B.4 In the event that District incorrectly identifies a UWHS student as eligible for state funding to UW and that funding is later denied by the State and/or OSPI, District is responsible for payment of a per-credit fee equal to the state funding to UW.
 - B.5 District is responsible for collecting, reviewing, tracking, and submitting registration materials for state-funded students in UWHS courses to UW on a timely basis, according to posted registration deadlines for the UWHS program.
 - B.6 Enrolled students who wish to drop the course must do so by the established process for UWHS students, by notifying UW directly as noted in the UWHS website. The drop will be recorded on the student's UW transcript in accordance with UW practice.
 - B.7 Students not eligible for state funding of their UWHS course may register and self-pay for courses as noted in Section 3 of the Agreement. School or District may also pay on behalf of students as a Third Party Payer. The standard registration fee of \$45 and course fee of \$325 will apply.
 - B.8 District and UW will share and compare lists of UWHS students and their funding status for each course at the conclusion of each registration period and the end of the course.
 - B.9 District is responsible for timely communications with the State (OSPI) and UW regarding state funding, and to follow all state-designated procedures for requesting, receiving, and transferring state funds to UW.
 - B.10 The parties acknowledge that state funding is provided for students who are awarded a UW grade in the UWHS course. State funding is not provided for students who drop or withdraw from a UW course. Course fees for students who registered for a course with state funding and who drop or withdraw from the course will be paid by UW.
 - B.11 District will promptly request funds from the State (OSPI) within thirty days of the end of each course(s), and remit funds due UW within thirty days of receipt of the funds from OSPI. UW will provide an invoice to facilitate payment.
-