

Central Washington University
College in the High School/Cornerstone

Memorandum of Understanding
2017-2018 Academic Year

Parties

This memorandum of understanding (hereinafter “MOU”) has been developed between Central Washington University (hereinafter “CWU”) and Kennewick School District (hereinafter “School District”) to govern their relationship in administering the College in the High School/Cornerstone Program for the 2017-2018 academic year. It is intended to define the conditions under which students may enroll in CWU courses, and establish operational rules for enrollment in courses offered at high school sites.

Purpose

The College in the High School/Cornerstone Programs operated by CWU are intended to provide access for advanced study for qualified high school students in a manner that minimizes enrollment barriers. This MOU refers to the College in the High School/Cornerstone Program at high school locations throughout this document, where students enroll in CWU courses at high school locations. In accordance with RCW 28A.600.290, students will receive college credit from CWU upon successful completion of a College in the High School/Cornerstone course.

A. Funding and Fees (*Non State Funded Schools*)

1. RCW 28A.600.290, as currently enacted or hereafter amended, defines the College in the High School program for the School District, CWU, and for each College in the High School/Cornerstone student (hereinafter “student”).
2. CWU will provide a monthly enrollment count to the School District. Student counts will be based on data from the fourth CWU instructional day of September and the first CWU instructional day for remaining months in the high school locations. A CWU day is any day where students are afforded the opportunity to be engaged in instructional activity, which is planned and conducted by or under the supervision of CWU instructional staff, and on which all or any portion of the enrolled students actually participate in such instructional activity.
3. The parties to this Agreement shall maintain documentation supporting College in the High School/Cornerstone student enrollment. If a student stops attending class, but fails to officially withdraw from CWU, the student/School District will not be reimbursed, in accordance with CWU’s tuition reimbursement policies.
4. CWU will invoice the School District for all registered student fees of \$35 per CWU credit by the end of each quarter. School District may choose to collect registered student fees and remit payment to CWU. However, if School District wishes to have CWU invoice students directly they may do so by having a School District designee indicate so below.

Please choose one of the following:

_____ School District will collect student fees and remit payment to CWU.

School District would like to have CWU invoice students directly.

Kennewick School District

School District

4-20-17

Date

5. The College in the High School/Cornerstone Program is available during fall, winter and spring quarters.

B. Funding and Fees (*State Funded Schools*)

1. WAC 392-725-325 as currently enacted or hereafter amended, defines the method of reimbursement by the School District to CWU for each College in the High School/Cornerstone student (hereinafter "student").

2. For College in the High School funding purposes, each student is eligible to enroll up to a maximum of 5-10 credits based upon OSPI's prioritized College in the High School subsidy list pursuant to RCW 28A.600.290(1).

3. Pursuant to RCW 28A.600.290 and WAC 392-725-200, CWU will provide a monthly enrollment count to the School District by the eighth day of the month. Student counts will be based on data from the fourth CWU instructional day of September and the first CWU instructional day for remaining months in the high school locations. A CWU day is any day where students are afforded the opportunity to be engaged in instructional activity, which is planned and conducted by or under the supervision of University instructional staff, and on which all or any portion of the enrolled students actually participate in such instructional activity.

4. CWU will invoice the School District for all eligible participating students, at the rates set forth for this purpose by the State of Washington through the omnibus appropriations act referenced in RCW 28A.600.290, at the end of each academic term based on the information provided on the monthly report. All invoices will be sent by CWU to the School District business manager or designee as directed by the School District.

5. The College in the High School/Cornerstone Program is available during the fall, winter and spring quarters.

C. Eligibility

1. High school sophomores (sophomores are not eligible for state subsidies), juniors, and seniors are eligible to participate in the College in the High School/Cornerstone program as defined by RCW 28A.600 and as provided by WAC 392-169.

2. Attachment A hereto lists all courses the school district is approved to offer as part of the College in the High School/Cornerstone program.

D. Credits (*Non State Funded Schools*)

1. In accordance with RCW 28A.600.290(5)(d), 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 school 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.600.290(e), 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.

E. Credits (*State Funded Schools*)

1. 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 100 level or above by the University.
2. Within twenty 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 (WAC 392-169-050(4)).
3. Upon confirmation by CWU of a student's successful completion of College in the High School/Cornerstone Program courses, the School District shall record on the student's secondary school records and transcript the high school credit previously confirmed under WAC 392-169-050 together with a notation that the courses were taken at an institution of higher education.

F. 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/Cornerstone program, the School District which establishes the IEP will be responsible for assuring compliance with the IEP.

G. 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/Cornerstone 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 <http://www.cwu.edu/student-rights/>.

H. Testing

1. School District has the option of utilizing CWU Testing Services to satisfy placement requirements into College in the High School/Cornerstone program courses.
2. CWU will invoice School District monthly for testing services. CWU will waive testing fees for School District's students who utilize the Free or Reduced Lunch Program.

I. CWU Responsibilities for College in the High School/Cornerstone Program

CWU will:

1. Offer authorized and approved CWU courses at high school locations, taught by approved School District teachers.
2. Determine final teacher appointment for each course.
3. Provide a "College in the High School or Cornerstone Registration Form" for participating students to enroll in university credit options without requiring official high school transcripts and/or SAT/ACT scores which are needed when applying to the Running Start on-campus program. Appropriate placement testing scores may be required. (Please see registrar catalog (<http://catalog.acalog.cwu.edu/>) 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/Cornerstone 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 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 high school 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/Cornerstone policies or procedures. Noncompliance issues will be handled in consultation with the School District.
9. Arrange to have each participating School District teacher evaluated using the CWU student evaluation process.
10. Solicit input from participating School District teachers 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.

J. School District Responsibilities for College in the High School/Cornerstone Program

School District will:

1. Assign qualified instructors for CWU classes. Preference is for teachers to have a Master's Degree. A Bachelor's (or Master's Degree) in the subject taught or equivalent (for example, an equivalent degree earned abroad) is required. The School District shall ensure the high school teacher provides his/her resume/vitae for consideration of final teacher appointment by the appropriate CWU college department.
2. Require each School District teacher who will serve as an instructor for CWU classes under this Agreement to provide his/her resume/vitae to CWU for final appointment by CWU. If the resume/vitae is not received, no appointment can occur.
3. Obtain final approval from CWU of School District teacher appointment for each course.
4. Supervise and evaluate School District teachers per the School District collective bargaining agreement.
5. Ensure each School District teacher completes or provides the following for each approved course:
 - A. Provide a professional and prepared classroom environment.
 - B. Collect and submit to CWU student registration forms and evaluations.
 - C. Attend individual/team meetings as designated or requested by CWU.
 - D. Allow CWU to conduct classroom observation at least once per year for each approved course.
 - E. Coordinate completion of student evaluations in accordance with the CWU student evaluation process.
 - F. Provide input to CWU faculty on the development of the course final.
 - G. Ensure students complete course requirements as indicated in the course syllabi.
 - H. Assign grades for approved courses in accordance with the university established deadlines.

Instructors found to be in non-compliance with this section 5 will be removed from the program.

6. Respond to recommendations regarding inadequate performance as identified by CWU in accordance with the School District collective bargaining agreement.
7. For mixed enrollment classes, maintain documentation that differentiates instruction and class requirements between high school class and approved CWU course.

Remit payment within 30 days of receipt of invoice or invoice date, whichever is later:

Central Washington University
Running Start
400 E. University Way
Ellensburg, WA 98926-7431

K. Term

1. This Agreement shall commence upon full execution and continue through June 30, 2018.
2. The parties may decide to extend this Agreement via an amendment signed by both parties, or may choose to enter into a new Memorandum of Understanding.

L. Conditions / Compliance

1. This Agreement is intended to provide direction in the administration of the College in the High School/Cornerstone Program in the High School 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 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 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. Coordinator of Services. Each party hereby designates the following to be their coordinator of services under this Agreement:

Kennewick School District: Ron Williamson ;
CWU: Steve Berry, High School Partnership Program

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, race, color, creed, national origin, the presence of any sensory mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability, sexual orientation including gender expression or gender identity, or honorably discharged veteran or military status.

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 will be responsible for its own acts or omissions and for those of its directors or trustees, officers, employees, agents, and volunteers. 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.

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 43.19.760 et seq. The tort claims procedure, RCW 4.92.100 et seq., provides the fundamental remedy for all tort liability claims against the Agency 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 Education Rights and Privacy Act (FERPA).

12. Student Eligibility for College in the High School/Cornerstone. Conflict regarding a student's eligibility for College in the High School/Cornerstone funding will be mutually resolved between the parties.

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.

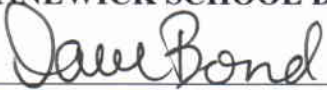
17. Governing Law/Venue. The terms of this Agreement shall be governed by the laws of the State of Washington. In the event that legal action is commenced to resolve a dispute arising out of this Agreement, the venue of such action shall be in Kittitas County, Washington.

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 1st day of April, 2017

KENNEWICK SCHOOL DISTRICT:


Superintendent

Date: 4-20-17

CENTRAL WASHINGTON UNIVERSITY:


Executive Director
Extended Learning and University Centers

Date: 5/1/17

Attachment A

The Kennewick School District is approved to offer the following College in the High School/Cornerstone Courses:

Instructor(s)	Courses	Instructor(s)	Courses
Lisa Page	PHYS 101, PHYS 103, PHYS 111, PHYS 112, PHYS 181, 181L, PHYS 182, 182L	Sara Glenn	MATH 101, MATH 102, MATH 130, MATH 153, MATH 154, MATH 172, MATH 173, MATH 272, MATH 273
Chuck Hamaker-Teals	POSC 101, POSC 210, POSC 270	Stacy Nett	MATH 101, MATH 102, MATH 130, MATH 153, MATH 154, MATH 172, MATH 173, MATH 272, MATH 273
Rama Devagupta	BIOL 101, BIOL 201	Michael Sandbeck	MATH 101, MATH 102, MATH 130, MATH 153, MATH 154, MATH 172, MATH 173, MATH 272, MATH 273
Joseph Ansingh	ENG 101, ENG 102, ENG 105		
Nicole Petersen	ENG 101, ENG 102, ENG 105		
Analiene Van Den Dikkenberg	ENG 101, ENG 102, ENG 105		
Kathryn Pedersen	MATH 101, MATH 102, MATH 130, MATH 153, MATH 154, MATH 172, MATH 173, MATH 272, MATH 273		
Jan Salisbury	MATH 101, MATH 102, MATH 130, MATH 153, MATH 154, MATH 172, MATH 173, MATH 272, MATH 273		
Sondra Edwards	MATH 101, MATH 102, MATH 130, MATH 153, MATH 154, MATH 172, MATH 173, MATH 272, MATH 273		

Instructor(s)	Courses
David Blacketer	SOC 101, SOC 107