



August 1, 2016

Dear Superintendent,

Thank you for your school district's partnership with the University of Washington through the UW in the High School (UWHS) program.

It is time to execute the interlocal agreement for the 2016-17 school year. Per the new Washington rules for "College in the High School" programs, these interlocal agreements are to be in place prior to the start of the school year.

Please find enclosed:

- the 2016-17 interlocal agreement between your school district and UW,
- an overview of the UWHS program, and
- a postage-paid return envelope.

At your earliest convenience, please review and sign the agreement. Retain a copy of the signed agreement for your records. The original should be mailed to UW in the enclosed return envelope. You may also scan and email it to uwhs@pce.uw.edu or fax it to (206) 543-6520.

If there are any corrections or updates to the list of UW courses and teachers within your school district, please contact our UWHS office at uwhs@pce.uw.edu. A new contract is not necessary on our end, but we would be happy to update the contract and resend it to you at your request.

Let me know if you have any questions or concerns. As always, we welcome any feedback regarding how we can better serve your students with UW coursework.

On behalf of the program's faculty and staff, we are looking forward to a great school year!

Sincerely,

A handwritten signature in black ink, appearing to read 'Tim Stetter'.

Tim Stetter
Director, UW in the High School
tstetter@pce.uw.edu
206.221.6223

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 Lake Stevens School District, a municipal corporation and subdivision of the State of Washington having administrative offices at Lake Stevens School District, 12309 22nd St NE, Lake Stevens, WA 98258 (“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’s “College in the High School” programs. These requirements 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 Student Eligibility (<http://www.uwhs.washington.edu/eligibility/>).
- 2.3 Courses. Program courses will be taught in rooms provided by the District and/or School during the 2016-17 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 or instances.
- 2.5 Teachers.
 - (a) Teachers must be approved by the appropriate UW academic departments.
 - (b) Teachers must attend a program orientation and 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 Honorarium. 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 \$50.00 per day for teachers to attend UWHS course training.
- 2.7 Minimum/Maximum Enrollment. Enrollment in any section of a course should not exceed 32 students. In accordance with UW policies, the maximum section size is lower for Chinese (22), English (23), French (24),

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Telephone: (425)335-1500
E-mail: amybeth_cook@lkstevens.wednet.edu

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, 2017 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.

Exhibit: A UWHS Program

OFFERED COURSE(S)

Lake Stevens School District

Lake Stevens High School

UW Dept Name	Course	Term	Teacher
English	ENGL 131	Autumn 2016	Michelle Fankhauser
English	ENGL 111	Winter 2017	Michelle Fankhauser

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 2016-2017 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 its participation in 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 UWEO 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 will apply.
- B.8 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.9 District and UW will review and confirm enrollment and completion status prior to the District's submission of that information to the State (OSPI).
- B.10 District and UW will 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.
- B.11 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.
- B.12 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.