This Local Agreement ("Agreement"), 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 Issaquah School District, a municipal corporation and subdivision of the State of Washington having administrative offices at 5150 220th Ave SE, ISSAQUAH, Washington 98029 ("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 (hereafter "UWHS"), which trains District teachers to teach UW courses, and awards UW credit to District students who register for UW credit and successfully complete these UW courses.

1.2 District desires to participate in UWHS. The specific courses, District instructors of record (hereafter "Teachers"), and participating District schools (hereafter "School" or "Schools") participating in UWHS are specified in Exhibit A. The details in Exhibit A are subject to change, based on communication between UW and the School/District.

1.3 The National Alliance of Concurrent Enrollment Partnerships (hereafter "NACEP") accredits UWHS. With this national accreditation, the UWHS program meets or exceeds all Washington state rules for "College in the High School" programs. These state rules mirror every NACEP standard in the areas of partnership, students, curriculum, assessment, faculty, and program evaluation.

2. The Program

2.1 Student Recruitment. Recruitment of qualified and eligible students will be the sole responsibility of District Teachers and District administration.

2.2 Student Eligibility. Per Washington State legislation for "College in the High School," students in grades 9, 10, 11, and 12 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 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/). School/District is responsible for ensuring that only eligible students, as described above, are provided the option to take a UW course for UW credit.

2.3 Courses.

(a) Courses offered in the high school through UWHS are official UW courses, and students in the courses are eligible to register to earn UW credit in addition to the high school credit awarded by the School/District. In accordance with state guidelines, the School/District must list the UW course title in the high school catalog and on the high school transcript for all students in the course.

(b) UW courses will be taught in rooms provided by the District and/or School during the 2021-22 academic year. Specific course dates will be determined by the District, which will communicate course plans to UWHS. UWHS will coordinate registration and other procedures.

(c) Specific to UW French, German, and Spanish courses, mixed-level courses are prohibited. All students in the classroom must be taking the same course and be at the same level of learning the language. For example, a FRENCH 103 course will include only students taking FRENCH 103 and will not simultaneously have students at a higher or lower level of French in the classroom at that time.

(d) If a UW course in the high school must shift to hybrid or remote learning, in which part or all of the course instruction occurs without in-person, classroom-based instruction, the teacher will complete a course contingency approval form provided by UWHS. This form will outline the teacher's plan for conducting the course in this new format. The teacher will submit this to UWHS, and the form will then be routed to the appropriate, discipline-specific UW faculty for review and approval. If the UW faculty have concerns, the teacher will be contacted to revise their plan. If the plan is ultimately denied by faculty, the UW course will be cancelled for UW credit and fees paid by and for all UW-registered students will be fully refunded.

(d) Co-delivery of Courses. School or District may not combine within the same course section (i.e. all students in the classroom with the teacher) a UW course with another college's course offered by other "College in the High School" providers. The teacher is only teaching a UW course during that class period. If desired, School or District may partner with other colleges to offer other college courses in separate course sections, taught in different periods. In some circumstances, UW faculty have approved co-delivery of a UW course alongside an Advanced Placement (AP) course, with the same teacher and students in the same classroom. Such a course would be indicated in the course catalog, transcript, and syllabus as both a UW and AP course. School or District personnel should contact UWHS to confirm which UW courses are approved by UW for co-delivery with an AP course.

2.4 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) If a teacher is to serve as a mentor for a student teacher at any point during the UW course, the teacher must notify UWHS and outline the proposed role and responsibility of the student teacher. This proposal will be routed by UWHS to UW faculty for review and approval. The student teacher cannot perform duties in the UW course until the faculty approves of the proposed role and responsibility within that course.

(c) 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 UWHS.

(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 that information is known. The District is responsible for locating a qualified substitute teacher who meets the UW standards for teaching the course. While the goal is to ensure continuity of the UW credit offering, UWHS reserves the right to cancel the UW course for UW credit if the academic integrity of the course will not be maintained to UW standards.

(e) Teachers must communicate with the UWHS liaison assigned to their UW course to arrange and host a classroom observation. Course observations and review of class materials by UW faculty may occur in-person at the school or through web conferencing or other online methods. After the observation, the UWHS observation report written by the UWHS liaison will be shared with the Teacher.

(f) Other than the Teacher Honoraria below, District is responsible for payment of Teacher salary and benefits.

2.5 Teacher Honoraria. UW will pay $400.00 per course to the Teachers for handling non-instructional program requirements (e.g. UW grade submission, student evaluations) as well as $100.00 per day for teachers to attend UWHS discipline-specific training.

2.6 Maximum Enrollment. Total enrollment in any section of a course should not exceed 32 students. In accordance with UW policies for the following courses as taught on the UW campus, schools must make all reasonable attempts to not exceed these class sizes: Biology (24 students), Chinese (22), English (23), French (24), German (25), Japanese (22), Korean (22), and Spanish (25).

2.7 Maximum Number of English Sections. Maximum Number of English Sections. For UW English courses, it is recommended that UWHS instructors teach no more than two sections of UW English per semester or three sections for year-long courses with each section capped at 23. It is required that UWHS instructors teach no more than three sections of UW English for semester-long or year-long courses, provided that the combined total number of students across the UWHS sections does not exceed 80.

2.8 Course Materials. UWHS will provide Teachers with tests, quizzes, and other materials routinely provided to instructors of the course on the UW campus. Specific to the UW course(s) they teach, 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.

2.9 Course Syllabus. The teacher is required to develop their 2021-22 UW course syllabus, which is the official syllabus for the course in the high school, using the syllabus template provided by UWHS. The teacher is to submit their UW syllabus to the UWHS office by the indicated deadlines. The UW syllabus is to be distributed by the teacher to all students in the beginning of the course. The UW syllabi are reviewed and approved by UW faculty overseeing the courses.

2.10 Disability Accommodations. For UW-registered students, any accommodations for individual students that have been approved at the high school must also be approved by the UW Disability Services Office. To make an accommodation request or obtain more information, students, parents, or school staff must contact the UW Disability Services Office.

2.11 UWHS Liaisons. UWHS will provide liaisons, appointed by the sponsoring UW academic departments, to visit the courses in-person in the school and/or through web conferencing, as well as to work with the teachers during the school year. These liaisons will have completed state and national background checks prior to visiting classrooms in 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. For every UW course, Teachers will assist in informing students about the online UW end-of-course evaluations, which are to be completed only by those students registered for UW credit. The evaluation results will be shared with the appropriate UW academic department and the Teacher.

2.14 Grades. Upon completion of courses, teachers will use the UW grade scale and UW grade policies to submit to the UW a numerical grade on the 4.0 scale for each student registered for UW credit. These are UW grades and must be calculated and reported solely in accordance with UW policy, independent of any school or district grade policies regarding high school grades reported for these UW courses on the high school transcripts. Should the District not adhere to these grading requirements for the UW grade, UW will cancel the course for UW credit and refund all student fees that were paid; no UW credit will be granted for the course.

The UW grade and the high school grade that a student earns may not necessarily be equal, as the grades may be calculated differently.

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, Teacher's lab sequence must be approved by UW by the deadlines and the process outlined in the course handbook provided to teachers by the UW Chemistry 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 college or university to which the student matriculates. Students are responsible for communicating with prospective institutions about transfer of UW credits.

2.17 High School Credit. District is 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, for all students in the course, regardless of whether or not they are registered to earn UW credit. Per WAC 392-725, college courses are to be transcribed with the conversion rate of 5 quarter credits resulting in 1.0 high school credit, regardless of duration of course in the high school or whether or not a student registers to earn college credit.

2.18 Campus visits. If a School brings groups of students to the UW campus, supervision of those students is the School's responsibility.

2.19 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 Fees to Register. To enroll for UW credit, students will pay $66 per UW credit, plus a $45 registration fee. These fees are non-refundable unless: the student is no longer enrolled at the high school offering the UW course and formally requests to drop/withdrawal with UW by the deadlines; or the UW course is cancelled for UW credit by UWHS, in which case all fees for students currently registered in that course are refunded.

3.2 Payment by Student. These funds will be made payable to the UW at the time that students register and by the registration deadlines.

3.3 Payment by State Funding. In the event that District receives approval from the state for state funding for UW courses, the terms and conditions of Exhibit B pertaining to State Funding programs shall apply.

3.4 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, the School or District must submit both the student registration information and method of payment by the registration deadlines. Please contact UWHS to confirm payment arrangements.

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: Ronald Dion Thiele

Title: Superintendent

School District Address: 5150 220th Ave SE, ISSAQUAH, Washington 98029

Telephone: (425)837-7002

E-mail: ThieleR@issaquah.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 into202 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, 2022, 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 10, 2021

Signature of District:

By: _____

Ronald Dion Thiele, Superintendent

Issaquah School District

Date: _____

RETURN INSTRUCTIONS: The signed agreement should be scanned and emailed to the UWHS office: uwhs@uw.edu.

Exhibit: A UWHS Program

OFFERED COURSE(S)

Issaquah School District

Issaquah High School

UW Dept Name	Course	Term	Teacher
Chinese	CHIN 103	Autumn 2021	Miaowen Chang

Exhibit B: State Funding through OSPI or WSAC

In 2015, the WA Legislature passed ESSHB 1546, which provides state funding for student participation in "College in the High School." Under that legislation, school districts may apply for funding through the Office of Superintendent of Public Instruction (OSPI). In 2019, the WA Legislature passed SSHB 1973, which provides state funding for student participation in "College in the High School" and "Running Start" programs. Under that legislation, school districts may apply for funding through the Washington Student Achievement Council (WSAC). Approved districts will receive state funds for eligible students participating in a "College in the High School" program, with 100% of funding passed through to the college or university administering the program.

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 this state funding program for UW courses offered through the UWHS program.

B.1 District represents that UW courses offered within the district have been selected for state funding. District is responsible for ensuring with OSPI the accuracy of UW courses eligible for state funding.

B.2 District is responsible for record-keeping and verification of student eligibility for state funding for each student, and for notifying its UWHS students of any state requirements for eligibility for state funding.

B.3 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.4 District is responsible for collecting, reviewing, tracking, and submitting registration materials for state-funded students in UWHS courses to UW according to posted registration deadlines for the UWHS program.

B.5 Enrolled students who wish to drop a UW course must do so by following the process and deadlines on the UWHS website. The drop will be recorded on the student's UW transcript in accordance with UW policies.

B.6 Students not eligible for state funding may register and self-pay for courses. School or District may also pay on behalf of students as a Third-Party Payer. The standard fees will apply, as stated in Section 3.2 of the Agreement.

B.7 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.8 District is responsible for timely communications with OSPI and UW regarding state funding, and to follow all state policies and procedures for requesting, receiving, and transferring state funds to UW.

B.9 The parties acknowledge that state funding is provided for students who are registered for a course with state funding, regardless of whether or not students later drop or withdraw from the course.

B.10

B.11 District will promptly request funds from OSPI within thirty days of the end of the registration period for each course(s), and remit 100% of state funding received for students completing UW courses within thirty days of receipt of the funds from OSPI. UW will provide an invoice to facilitate payment.