

2023–2024 Interagency Agreement between

Bellevue College

and

Issaquah School District

This Agreement is made and entered into between Bellevue College (College) and the Issaquah School District (District).

The purpose of this agreement is to articulate a collaborative concurrent enrollment program known as Bellevue College in the High School (BCHS), pursuant to RCW 28A.600.290 and Chapter 392-725 WAC, that offers qualified high school students the opportunity to simultaneously earn college credit and high school credit for approved courses. Program success will require ongoing collaboration and communication between College and District personnel. A list of approved courses is attached to this agreement. In consideration of the mutual agreements contained herein, College and District agree as follows:

Curriculum Standards

Courses administered through BCHS are college-level courses, and their departmental designations, course descriptions, numbers, titles, and credits are set in the Bellevue College catalog. BCHS classes may be comprised of students who are not seeking college credit and those who are seeking college credit. BCHS courses reflect the pedagogical, theoretical and philosophical orientation of the College divisions. College Faculty Coordinator collaboration with their high school colleagues, including classroom site visits, ensures that BCHS courses are the same as the courses offered on campus. BCHS adheres to the National Alliance of Concurrent Enrollment Partnership (NACEP) accreditation standards.

Instructor Standards

High school instructors teaching BCHS courses will meet the College division's requirements for hiring adjuncts to teach the course on the College campus. Prior to the final approval of a new BCHS course, the College will provide new BCHS instructors with an orientation to the program. In addition, the appropriate BCHS Faculty Coordinator will provide new instructors with discipline-specific training. The College will also provide all BCHS instructors with annual professional development activities and ongoing collegial interaction to address course content,

course delivery, assessment, evaluation, and/or research and development in the field. BCHS procedures address instructor non-compliance with College expectations for courses offered through BCHS.

The College will pay BCHS instructors for additional work above and beyond the District contracted day. All BCHS instructors must adhere to NACEP accreditation standards outlined under BCHS Instructor Commitments and District Responsibilities and provide the College with evidence required by the NACEP standards. The compensation structure is as follows:

Base Stipend Per BCHS Course Prep	Additional Stipend for Multiple Periods/Offerings of that Course Prep
1st BCHS course prep • \$48 per student to a maximum of \$600	2nd offering of the same BCHS course prep\$12 per student to a maximum of \$150
2nd BCHS course prep	
 \$24 per student to a maximum of \$300 	3rd & subsequent offering of the same BCHS prep
3rd BCHS course prep	 \$8 per student to a maximum of \$100
 \$16 per student to a maximum of \$200 	
4th and subsequent BCHS course prep	
\$12 per student to a maximum of \$150	

Stipends are based on the number of BCHS courses taught; these figures are **per BC course** and do not depend on the number of BC or high school credits awarded for the course.

Important Note: Payment is contingent upon completing 100% of the National Alliance of Concurrent Enrollment Partnerships (NACEP) Program Standards and Required Evidence for Accreditation.

BCHS Instructor Commitments:

- Complete application packet and approval process.
- Attend BCHS program orientation and discipline-specific training prior to teaching BCHS course.
- Meet with BC Faculty Coordinator to review course description, learning outcomes, and College grading criteria/standards; develop "paired" course syllabi and assessments (i.e., papers, portfolios, quizzes, exams, labs, etc.); and discuss graded student work to establish standards and expectations for the BCHS class.
- Collaborate with Faculty Coordinator to plan and participate in annual discipline-specific professional development.
- Describe the program and distribute program materials to students and parents.
- Communicate the registration process and deadlines to students and assist, as
 necessary. Students must register for college credit at the time they are in the BCHS
 class. The College is unable to award college credit after the fact. Therefore, it is very
 important for the BCHS teacher to remind their students about registration deadlines.
- Remind BCHS students to complete the Intent to Participate form (if needed) and apply for admission to the College prior to registering for the class.
- Coordinate with College and District regarding registration process, verifying student roster, and fulfillment of policies regarding placement and course prerequisites.

- Submit end-of-course grades using College grading criteria.
- Remind students to complete and submit their course evaluation survey near the end of the course.
- Work jointly with College Faculty Coordinator to schedule classroom site visit and regular collegial interactions. New instructors need a classroom visit during their first year of teaching the BCHS class. After the first year, regular classroom site visits are scheduled on a four-year rotation.
- Participate in College program review or accreditation activities upon request.

Student Standards

The College admits BCHS students to the College and works with instructors and the District to ensure students meet course prerequisites. Courses administered through BCHS are recorded on official College transcripts.

The College holds BCHS students to the same standards of achievement as those expected of students in on-campus sections and will assess BCHS students using the same methods used to assess student enrolled in on-campus sections.

The College provides a BCHS website for students and schools containing important information about the program including the registration process, placement requirements and prerequisites for each college course administered through BCHS.

The College provides students and schools with comprehensive information outlining educational pathway opportunities, available college resources such as advising, counseling, tutoring, transcripts, credit transfer, grading standards as well as student rights and responsibilities, and College student conduct policies such as academic integrity and the consequences of plagiarism.

Students must register for college credit at the time they are in the BCHS class. Bellevue College in the High School courses have registration deadlines, just like any other College courses. There is <u>no grace period</u>. The College is prohibited from awarding credit retroactively.

For purposes of this agreement, "eligible student" means a student meeting the definition of an enrolled student pursuant to WAC 392-121-106 and who has been deemed by the District to be a ninth, tenth, eleventh, or twelfth grade student.

Evaluation Standards

The BCHS office conducts end-of-term student course evaluations for each course section offered through BCHS. The BCHS office will also conduct surveys of BCHS alumni and participating high school instructors, principals and guidance counselors at regular intervals to inform and guide program improvement.

College Responsibilities

- Designate a program contact and BCHS administrator (currently: Michael Reese, Associate Dean, Academic Affairs).
- Lead BCHS program management and ensure that courses are equivalent to the same courses offered on the College campus, following NACEP standards, including curriculum, faculty, student, assessment, and evaluation.
- Consult with the District regarding any instructor non-compliance issues.
- Ensure College policies on academic freedom are applied to the teaching and learning processes.
- Assign experienced College faculty as Faculty Coordinators to work closely with high school instructors to articulate the course, coordinate program activities, and meet all program requirements. Coordinators will provide ongoing collegial interaction to address course content, course delivery, assessment, evaluation, and/or research in the field.
- Conduct annual meeting and new instructor orientation to review program policies and procedures, provide updates, and answer questions. College Faculty Coordinators will provide discipline-specific training for new instructors.
- Ensure that College Faculty Coordinators work with BCHS instructors to plan and deliver annual discipline-specific professional development.
- Provide BCHS instructors with program information and registration processes.
 Program policies and information will be available on the College website.
- Work in tandem with College's Enrollment Services to manage the student admission and registration process.
- Award college credit to high school students who enroll in and successfully complete the BCHS course(s).
- Maintain student records and transcripts.
- Select high school instructors to teach BCHS courses based on the same qualifications used to select adjunct college faculty.
- Conduct end-of-term student course evaluations and share results with Faculty Coordinators and BCHS instructors.
- Offer high school students and instructors participating in BCHS use of College resources, such as the library, tutoring services, advising, etc.

The College assures the District that its agency complies with all state and federal guidelines and/or regulations and does not discriminate on the basis of race, creed, color, national origin, sex, sexual orientation, marital status, age, veteran status, or disability. This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; Americans with Disabilities Act, July 26, 1990, P.L. 101-336; and Title IX of the Education Amendments of 1972, as amended.

District Responsibilities

- Identify interested and qualified high school teachers and refer them to the BCHS administrator for consideration.
- Allow College Faculty Coordinators access to high school instructor and BCHS classrooms to conduct prescheduled classroom site visit/observation during regular hours of school operation.
- Require high school instructors to follow established BCHS procedures, complete annual discipline-specific professional development, communicate program information to students and parents, meet regularly with their designated Faculty Coordinator, and provide evidence of meeting NACEP Standards by supplying:
 - BCHS course syllabus, course outcomes and learning objectives "paired" with oncampus College course;
 - Textbook and/or supplementary teaching materials approved by Faculty Coordinator;
 - Course assessments/criteria and tools (i.e. rubrics, sample papers, portfolios, quizzes, exams, labs, paired concepts, etc.) "paired" with those offered in an oncampus College course;
 - Grading criteria following College grading standards;
 - Notes from teaching observation/classroom site visits;
 - Other instructional materials as needed
- Notify the College immediately should an approved BCHS instructor be accused of and/or investigated for misconduct.
- Notify the College should an approved BCHS instructor resign, take a leave of absence for more than 10 instructional days, or otherwise vacate their position.
 - O In such cases of extended leave, the District must locate a qualified substitute instructor. Acceptable arrangements include having already approved BCHS teachers cover the leave; hiring a long-term substitute who has the appropriate credentials and successfully completes the BCHS instructor application process; or hiring a College faculty member to serve as a substitute. If a qualified substitute instructor cannot be located, the College must administratively withdraw students from the BCHS course.
 - o Important Note: Student teachers are not approved to deliver instruction on an extended basis in BCHS classes. Student teachers may observe a BCHS course and teach an occasional lesson under the guidance of an approved BCHS instructor. However, if a student teacher is assigned to teach more than 10 instructional days in a BCHS class, approval is rescinded and the College will administratively withdraw students from the BCHS class.
- Provide rooms, labs, instructional equipment, supplies and necessary teaching materials (textbooks) for each approved BCHS course except as otherwise noted in this agreement.
- Award high school credits pursuant to WAC 392-725-200 and ensure all WACs are followed.

- Serve as primary employer of the high school teacher.
- Certify that each BCHS instructor has completed all required record checks and associated requirements of RCW 28A.400.303, RCW 46.82.325, and all other laws and regulations regarding record checks for public school employees.
- Provide the College with directory data regarding students in BCHS classes:
 - Student name
 - Student email address
 - Student graduation year
 - o BCHS course name
 - o BCHS Instructor name
 - Period number (or section code)
- Comply with federal and state laws concerning reasonable accommodations for students with disabilities and the development of individualized educational programs (IEPs).
- Report violations of College student code of conduct to the College. Adjudication will
 occur through school district policy and process.
- Provide any approvals necessary for students to enroll concurrently in BCHS courses.

The District assures the College that it complies with all state and federal guidelines and/or regulations and does not discriminate on the basis of race, creed, color, national origin, sex, sexual orientation, marital status, age, veteran status, or disability. This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; Americans with Disabilities Act, July 26, 1990, P.L. 101-336; and Title IX of the Education Amendments of 1972, as amended.

Program Funding

Program funding is now governed by Chapter 314, Washington Laws of 2023. The District will consider the students in BCHS classes as regular state-supported high school FTEs. The College will allow students to become BC students, register for BCHS classes, and earn College credit at no cost to students or families. The College will submit annual enrollment reports to the SBCTC, OFM, and other relevant agencies to determine its funding levels for the program.

Miscellaneous Provisions

<u>Term.</u> Subject to its other provisions, the period of performance of this Agreement shall commence when signed and be completed on August 15, 2024 unless terminated sooner as provided herein.

<u>Liability</u>. Each party to this Agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other nor does neither party assume 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. At all times during the performance of this agreement, College faculty and staff shall remain and be considered employees of the college, and District faculty and staff shall remain and be considered employees of the District.

<u>Agreement Alterations and Amendments.</u> This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

<u>Termination</u>. Either party may terminate this Agreement upon 30 days prior written notification to the other party. Students currently enrolled in a BCHS class that is in progress at the time of termination will be allowed to complete that class. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Records Maintenance. The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

<u>Rights in Data.</u> Unless otherwise provided, data which originates as a result of this Agreement shall be owned by the party producing the data. Data shall include, but not be limited to, reports, documents, curriculum materials, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

<u>FERPA</u>. The College and District recognize that the provisions of the Family Educational Rights and Privacy Act (FERPA) apply to them jointly pertaining to records of students. Staff and officers of both the College and the District constitute school officials having a legitimate educational interest in the educational records of participating students, including the rights to view student transcripts and share personally identifiable information in academic records, concerning grades, test scores, and directory information without positive consent of each student and parent served through the Bellevue College in the High School program.

<u>Survival.</u> College and District expressly intend and agree that the liability coverage provisions of this Agreement will survive the termination of this Agreement for any reason.

<u>Severability</u>. If any provision of this Agreement shall be held to be wholly or partially invalid or unenforceable under applicable law, said provision will be ineffective to that extent only without in any way affecting the remaining parts or provisions of the Agreement.

<u>Waiver</u>. Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, for the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, with thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights or privileges hereunder.

<u>Assignment.</u> The work to be provided under this Agreement, and any claim arising there under, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

<u>Governance</u>. This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- 1. Applicable state and federal statutes and rules;
- The terms of this Agreement;
- 3. The terms of any attachments to this Agreement.

<u>No Third-Party Beneficiaries.</u> This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions, or remedies to any person or entity as a third-party beneficiary, decree, or otherwise.

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

BCHS Administrator:

Michael Reese, Associate Dean, Academic Affairs

Bellevue College

3000 Landerholm Circle SE, Mailstop A202

Bellevue, WA 98007

Phone: (425) 564-4066

E-Mail: michael.reese@bellevuecollege.edu

IN WITNESS WHEREOF, the parties have executed this agreement.

Signed	Date	
	Robert Viens	
	Associate Vice President, Academic Affairs, Bellevue College	
Signed	Date	
	Rodger Harrison	
	Interim Vice President, Administrative Services, Bellevue College	
Signed	Date	
	Heather Tow-Yick	
	Superintendent, Issaquah School District	

2023 - 2024 Interagency Agreement

between Bellevue College and Issaquah School District

ADDENDUM A

Bellevue College in the High School courses offered in the Issaquah School District:

BIOL 108	Human Biology
PHYS& 114	General Physics I
MATH& 141	Precalculus I
MATH& 142	Precalculus II
MATH& 151	Calculus I
MATH& 152	Calculus II
MATH& 153	Calculus III
MATH& 254	Calculus IV
SPAN& 123	Spanish III
SPAN& 221	Spanish IV
SPAN& 222	Spanish V
SPAN& 223	Spanish VI