



EWU COLLEGE IN THE HIGH SCHOOL 2021-2022 MEMORANDUM OF UNDERSTANDING

Parties

This Memorandum of Understanding (MOU) has been developed between Eastern Washington University (hereinafter "EWU") and Mukilteo School District (hereinafter "School District") to govern our relationship in administering the College in the High School Program for the 2021-2022 academic year. It is intended to define the conditions under which students may enroll in EWU courses and establish operational rules for enrollment in courses offered at high school sites.

Purpose

The College in the High School Program operated by EWU is intended to provide access for advanced study for qualifying high school students. College in the High School is a dual credit program located at a high school in which the student is enrolled in an EWU course in accordance with RCW 28A.600.290. Students are responsible for paying tuition to EWU, as well as purchasing required textbooks and course materials. Students will receive college credit from EWU upon successful completion of a College in the High School course.

A. Funding and Fees

1. Students enrolled in the courses must pay \$65 per EWU quarter credit, unless the students' tuition costs are fully subsidized under RCW 28A.600.290(1). The School District must notify EWU at the point of course registration which students are responsible for paying tuition costs and which students' tuition costs are fully subsidized.
2. Students whose tuition is not fully subsidized must pay the required amount of tuition and fees before December 15, 2021 for fall semester and trimester. For winter trimester classes students whose tuition is not fully subsidized, they must pay the required amount of tuition and fees before March 15, 2022. For spring trimester and semester schools whose tuition is not fully subsidized, they must pay the required amount of tuition and fees before June 15, 2022. Tuition will be paid directly to EWU. Students and their parents/guardians will be notified of their responsibility to pay tuition costs at the time of registering for the College in the High School course.
3. For those students whose tuition costs are subsidized under RCW 28A.600.290(1), EWU will send the School District an invoice after grades have been posted. The School District must post grades by the deadline outlined in Section H. The School District shall remit one hundred percent of any allocations or subsidies it receives on behalf of its participating students to EWU as soon as possible after receipt.
4. If a student withdraws from a course on or before the last day to withdraw from a course as outlined by the deadlines in Section H, EWU will refund the tuition paid by the student. If a student remains enrolled after the last day to withdraw from a course, no tuition will be refunded.
5. The College in the High School Program is available during the School District's fall and spring semesters or fall, winter, and spring trimesters. The Program is not available to students during summer. All references to a "semester" and "trimester" in

this MOU refer to the School District's semester or trimester.

6. The terms of this MOU are contingent on minimum required enrollment levels of eight (8) eligible and EWU enrolled students for each course offered by EWU in the High School. EWU reserves the right to cancel any course due to insufficient enrollment. If a course is canceled due to insufficient enrollment, EWU will refund any tuition received from the students it may have received for the cancelled section/course. EWU will not be responsible for any other costs, damages, or claims whatsoever arising from its cancellation of this MOU, including, but not limited to, payments to the School District under section F(15).

B. Eligibility

1. High school ninth, tenth, eleventh and twelfth graders are eligible for participation in College in the High School in accordance with RCW 28A.600.
2. An application and registration form for participating students shall be submitted to enroll in EWU credit options without requiring official high school transcripts and/or SAT/ACT scores. Before admitting a student, EWU will decide whether the student meets its eligibility requirements and whether the student is competent to profit from the university level courses in which they seek to enroll. Some individual courses have mandatory pre-requisites a student must have successfully passed to be eligible for that specific course. Pre-requisites are listed in EWU's course catalog. EWU will determine whether a student has met the necessary pre-requisites for an individual course.

C. Credits

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 EWU course successfully completed by the student based upon the conversion rate set forth in WAC 180-51-050(2): one high school credit (Carnegie Unit) is the equivalent of five EWU quarter credits of course work that generally is designated 100 level or above by EWU.
2. The School District must determine how many high school credits will be awarded upon successful completion of a course. Such determination must be made in writing before the student enrolls in the course. The credits shall be applied toward high school graduation requirements and subject area requirements.
3. Upon successful completion of a College in the High School course, EWU will grant the enrolled student the appropriate amount of university credit. At EWU, the credit may be applied toward general education requirements or degree requirements. The university credit will have the same transferability as its equivalent course on the EWU campus.
4. To enroll in more than 18 credits through EWU College in the High School or EWU Running Start, or a combination of both programs, students must follow EWU AP 303-30, 2-5.
 - A. Students must receive authorization from an EWU Dual Enrollment advisor or departmental advisor to register for more than 18 credits. Students must submit a written request to their official advisor for approval.

- B. Students wishing to enroll in more than 22 credits must also have the authorization of the director of dual enrollment or of their department chair if the student is a declared major.
- C. Additional per credit fees are assessed for students enrolled in more than 18 credits per quarter.

D. Equity/Accommodations

- 1. The School District and EWU will work together cooperatively on any ADA accommodations made for students with disabilities.
- 2. For students under an Individualized Education Program (IEP) that provides for participation in College in the High School, the School District which establishes the IEP will be responsible for assuring compliance with the IEP.

E. Student Behavior

- 1. The School District and EWU shall independently have and exercise exclusive 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 EWU.
- 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 course offered at the high school class period. Additionally, all College in the High School students who are currently enrolled at EWU shall be subject to EWU's Student Conduct Code, Academic Integrity Policy, and all other academic policies regarding performance, expectations, and standards. School District shall be liable for all liabilities arising out of this Agreement or the provision of instructional activities on the School District's premises, including, but not limited to, incidents involving student behavior.

F. EWU Responsibilities for College in the High School Program.

EWU or designated EWU Faculty shall be responsible for the following under the terms of this MOU:

- 1. Offer authorized and approved EWU courses at high school locations. Courses will be catalogued with the same departmental designations, course descriptions, numbers, titles, and credits as sections offered on campus.
- 2. EWU will determine the curriculum for each course. Courses must reflect EWU's pedagogical, theoretical and philosophical orientation. The curriculum will be provided to teachers at the high school locations for delivery. EWU faculty will visit the high school classes to ensure the courses offered are the same as the courses offered at EWU. College in the High School students are held to the same standards of achievement and grading standards as students enrolled in on-campus sections of the same courses.
- 3. Determine final teacher appointment for each course. All appointed College in the High School teachers shall be under the supervision of EWU and comply with all applicable EWU policies related to instructional and supervisory duties. New College in the High School teachers will be provided with discipline-specific training and orientation, including curriculum, assessment, pedagogy, course philosophy, and administrative responsibilities and procedures.

4. Provide an application and registration form for participating students to enroll in EWU credit options without requiring official high school transcripts and/or SAT/ACT scores which are needed when applying to the College in the High School on-campus program. After determining whether a student is eligible to participate, EWU will officially register the student as a nonmatriculated student.
5. Provide clear documentation of academic expectations for students enrolled in each approved course offered at the high school location. Students will be provided with a publication outlining their rights and responsibilities via the personal email address supplied at the time of application.
6. Student outcomes in College in the High School courses shall be set and assessed by the same standards used for the course when the course is offered on EWU's campus. The documentation will provide evidence, as delineated by the course syllabus, for College in the High School students taking college courses.
7. Coordinate team/individual meetings with School District teacher to ensure adherence to syllabi and expected rate of student progress. Meetings will be coordinated, at EWU or the high school campus, as necessary.
8. Depending on program requirements, conduct observations of 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.
9. If EWU determines a College in the High School teacher is not meeting its standards or has violated EWU policies or procedures, it will notify the School District within 60 days of the problem and provide a recommendation for remedying the problem. EWU and School District will work together to find a mutually agreeable resolution of any noncompliance issues.
10. Arrange to have each School District teacher evaluated at the end of each semester/trimester using the EWU student evaluation process. EWU will also conduct surveys of the participating School District teachers, instructors, principals, and guidance counselors at least once every three years. The surveys will meet the standards required by WAC 392-725-160.
11. Solicit input from School District teachers as appropriate for development of course final exam.
12. Provide each student the opportunity to visit the EWU campus upon mutual agreement between the School District and EWU.
13. Eligible students are able to obtain an EWU student ID card if requested.
14. A current list of approved EWU in the High School courses can be found on the program website: <https://www.ewu.edu/highschool/ewu-in-the-high-school/for-high-schools/>
15. Courses, teachers and estimated enrollments will be confirmed by the instructors on EagleNet each month and updated in accordance with posted

deadlines. EWU will assist the instructors in the monthly updates of course enrollments. Enrollment course confirmation is subject to change based on schedule fluctuation and student need and must be confirmed monthly.

EWU will maintain documentation on students enrolled in College in the High School programs separate from other enrollment information.

16. Funds will be sent to the School District at the end of the grading period after the School District has remitted all the applicable state funded subsidies and after EWU has received all the necessary documentation. See section H for deadlines.

Funds will be based on the following scale, (per EWU academic quarter credit) for each approved course:

1. Funds will be provided at a rate of \$45 per student per course.
2. The number of students in a course is calculated based on the number of students for whom the teacher submits grades at the end of the term.

EWU is not responsible for paying any funds to the School District for any courses canceled under the terms of this MOU by EWU for insufficient enrollment.

17. Remit payment within 30 days of receipt of invoice or invoice date, whichever is later to:
Mukilteo School District
9401 Sharon Drive
Everett, WA 98204
18. EWU requires annual training for all teachers teaching College in the High School courses. The training covers responsibilities under the College in the High School program, as well as discipline-specific professional development, course content, course delivery, assessment, and evaluation. The training may be provided via Canvas, in-person, or a combination of both.
19. EWU is NACEP accredited and will provide documentation of accreditation to the CIHS Standards Report Review Committee no later than July 1, 2021. The certificate of accreditation is evidence that EWU has met the most recent NACEP student, curriculum and assessment, faculty, and evaluation standards, as well as the state required standards contained in WAC 392-725-120, -130, -140, -150, and -160.

G. School District Responsibilities for College in the High School Program.

School District shall be responsible for the following under this MOU:

1. Signing and submitting this MOU to EWU before classes are scheduled for the 2021-2022 academic year.
2. Assigning qualified instructors for EWU classes. Preference is for teachers to have a Master's Degree and content experience. Teachers assigned to teach EWU classes must meet the same qualifications required for teaching the same subject matter at EWU. EWU will provide School District with a list of the qualifications required to teach each relevant discipline. A Bachelor's (or Master's Degree) in the subject taught or equivalent (for example, living or studying abroad) is required. The School District shall ensure the high school teacher provides his or her resume/vitae for

consideration of teacher appointment by the appropriate EWU college department.

3. Ensuring School District teacher completes and follows the teacher application procedures and deadlines.
4. Obtaining final approval from the respective EWU academic department of School District teacher appointment for each course.
5. Compensating the School District teacher in accordance with School District policies, procedures and the applicable School District collective bargaining agreement.
6. Supervising and evaluating School District teachers per the School District's collective bargaining agreement.
7. Ensuring each appointed College in the High School teacher completes or provides the following for each approved course to receive additional compensation:
 - A. Provide a professional and prepared classroom environment.
 - B. Collect and submit to EWU student registration forms and evaluations.
 - C. Complete annual professional development and new instructor orientation requirements/meetings as designated or requested by EWU including:
 1. Completing EWU Annual Training and Orientation regarding course curriculum, assessment criteria, pedagogy, course philosophy, and administrative responsibilities and procedures. This professional development may be provided via Canvas, in-person, or as a combination of both delivery modes.
 2. Meeting with the relevant EWU faculty liaison to review the course syllabus at the beginning of each academic year.
 3. Attending an in-service professional development during EWU faculty site visits each semester that expands the teacher's knowledge in the discipline.
 - D. Allowing EWU to conduct classroom observation at least once per year for each approved course.
 - E. Coordinating completion of student evaluations in accordance with the EWU student evaluation process.
 - F. Providing input to EWU faculty on the development of the course final.
 - G. Ensuring students complete course requirements as indicated in the course syllabi.
 - H. Assigning grades for approved courses in accordance with EWU established deadlines. See section H for grading deadlines.
8. Responding to recommendations regarding inadequate performance as identified

by EWU in accordance with the School District collective bargaining agreement.

9. Maintaining documentation that differentiates instruction and class requirements between high school class and approved EWU course when offering a mixed enrollment class.
10. Remitting to EWU any allocations or subsidies for eligible College in the High School enrollments as soon as possible upon receipt.
11. Providing general information about the College in the High School program to all students in grades eight, nine, ten, eleven, and twelve and to the parents and guardians of those students.
12. Assuming sole responsibility for accurately reporting student enrollment to the Office of the Superintendent of Public Instruction (OSPI).
13. Upon request, School District will provide EWU with a list of all criminal incidents occurring on School District premises for purposes of complying with federal reporting requirements.
14. Course materials, including but not limited to textbooks for each College in the High School course shall be the responsibility of the School District or the student. EWU will specify which materials must be used. School District or student may purchase such materials through EWU's bookstore or from another entity if they are commercially available.
15. Ensuring that the following EWU classes have been approved by the School District to be offered in the High School.
*confirmed courses will be enclosed in attachment

H. Instructor Responsibilities:

1. Complete EWU in the High School Orientation each term of instruction (mandatory).
2. Complete discipline specific orientations and annual professional development as required by the academic department (mandatory). These orientations and professional development requirements may be offered via Canvas, in-person, or as a combination of delivery modes.
3. Work with the EWU Faculty Coordinator in the English and Math departments to schedule and assist you with any placement testing established by EWU departments.
4. Work with an assigned faculty coordinator/mentor to create an appropriate syllabus for the EWU course.
5. Ensure that the course taught through the EWU in the High School program meets the content and rigor requirements of the same course taught in an on-campus environment as well as assessment criteria.

6. Align syllabus with the EWU department standards. The EWU HS Syllabus Template must be used or your syllabus must contain all the same information.
7. Assist students with registration in conjunction with the EWU in the High School office. NACEP accreditation requires students be enrolled and withdrawn by posted deadlines. Please see chart below for applicable deadlines.
8. Monitor class rosters monthly, confirm with the EWU in the High School office that your class rosters are correct, or notify the EWU in the High School office of any changes in enrollment immediately. NACEP accreditation requires students be enrolled and withdrawn by posted deadlines.
9. Advise students in the high school about course expectations and help students make informed decisions about participation in concurrent enrollment programs.
10. Advise students that EWU in the High School classes are recorded on an official college transcript regardless of student performance in the course.
11. Participate in the on-site evaluation process with the faculty coordinator/mentor.
12. Work with the faculty coordinator/mentor to provide the required assessment to the university/departments. Completed examples will be required.
13. Assess all student work as required to create and enter appropriate university grades into the university system by deadlines. See chart below for applicable deadlines.
14. Have students complete end-of-term course evaluations.
15. Perform all administrative responsibilities in a manner and timeframe consistent with EWU policies and procedures. See chart of below for applicable deadlines.
16. Meet the deadlines posted below for the applicable term.

Dates and Deadlines

Fall Semester		
Registration Process	First Date Available	Last Date Available
Application and Registration Period	September 8th, 2021	October 7th, 2021
Payment Window	November 15th, 2021	December 15th, 2021
Day to Drop without receiving a "W"	November 10th, 2021	
Last possible day to Drop (will receive a "W" on transcript)	November 29th, 2021	
Grading Window	January 28th, 2022	February 15th, 2022

Fall Trimester		
Registration Process	First Date Available	Last Date Available
Application and Registration Period	September 8th, 2021	October 7th, 2021
Payment Window	November 15th, 2021	December 15th, 2021
Day to Drop without receiving a "W"	November 10th, 2021	
Last possible day to Drop (will receive a "W" on transcript)	November 29th, 2021	
Grading Window	December 10th, 2021	December 21st, 2021

Fall Quarter 2		
Registration Process	First Date Available	Last Date Available
Application and Registration Period	November 8th, 2021	December 8th, 2021
Payment Window	February 15th, 2022	March 15th, 2022
Day to Drop without receiving a "W"	January 10th, 2022	
Last possible day to Drop (will receive a "W" on transcript)	January 28th, 2022	
Grading Window	March 18th, 2022	March 29th, 2022

Winter Trimester		
Registration Process	First Date Available	Last Date Available
Application and Registration Period	January 14th, 2022	January 26th, 2022
Payment Window	February 15th, 2022	March 15th, 2022
Day to Drop without receiving a "W"	February 17th, 2022	
Last possible day to Drop (will receive a "W" on transcript)	March 2nd, 2022	
Grading Window	March 16th, 2022	March 23rd, 2022

Other Important Dates		
	First Date Available	Last Date Available
Course Confirmation Forms for 2022-2023	January 2nd, 2022	March 1st, 2022

Spring Semester		
Registration Process	First Date Available	Last Date Available
Application and Registration Period	January 3rd 2022	March 16th, 2022
Payment Window	May 15th, 2022	June 15th, 2022
Day to Drop without receiving a "W"	April 18th, 2022	
Last possible day to Drop (will receive a "W" on transcript)	June 1st, 2022	
Grading Window	June 3rd, 2022	June 15th, 2022

Spring Trimester		
Registration Process	First Date Available	Last Date Available
Application and Registration Period	March 24th, 2022	April 4th, 2022
Payment Window	May 15th, 2022	June 15th, 2022
Day to Drop without receiving a "W"	May 2nd, 2022	
Last possible day to Drop (will receive a "W" on transcript)	June 1st, 2022	
Grading Window	June 6th, 2022	June 15th, 2022

Spring Quarter		
Registration Process	First Date Available	Last Date Available
Application and Registration Period	April 11th, 2022	May 5th , 2022
Payment Window	May 15th, 2022	June 15th, 2022
Day to Drop without receiving a "W"	May 31st, 2022	
Last possible day to Drop (will receive a "W" on transcript)	June 8th, 2022	
Grading Window	June 15th, 2022	June 24th, 2022

Other Important Dates		
	First Date Available	Last Date Available
New Instructor Applications for 2022-2023	June 21st, 2021	June 1st, 2022

I. Compensation:

Funds will be sent to the School District at the end of the grading period after the School District has remitted all of the applicable state funded subsidies and after EWU has received all of the necessary documentation. Funds will be based on the following scale, for each approved course:

1. Funds will be provided at a rate of \$45 per student per course. The number of students in a course is calculated based on the number of correctly registered students for whom the teacher submits grades at the end of the semester or trimester of course registration.
2. At the end of the semester or trimester of registration, the EWU College in the High School office will submit to the School District an A19 invoice for verification. Once verified, the appropriate district personnel will sign and return the signed A19 to the EWU College in the High School and payment to the School District will be processed. These funds are intended to be passed on to EWU in the High School instructors who have performed their instructor responsibilities minus any applicable payroll taxes and/or to the school district for any costs related to offering EWU in the High School courses.

College in the High School Courses: For the most current listing of EWU College in the High School courses offered, please use the following link to a listing on the program website.
<https://www.ewu.edu/highschool/ewu-in-the-high-school/for-high-schools/>

J. NACEP Standards

This MOU is subject to National Concurrent Enrollment Partnership Standards (NACEP) as outlined below:

1. Partnership Standards:
 - A. The concurrent enrollment program aligns with the college/university mission and is supported by the institution's administration and academic leadership.
 - B. The concurrent enrollment program has ongoing collaboration with secondary school partners.
2. Faculty Standards:
 - A. All concurrent enrollment instructors are approved by the appropriate college/university academic leadership and must meet the minimum qualifications for instructors teaching the course on campus.
 - B. Faculty liaisons at the college/university provide all new concurrent enrollment instructors with course-specific training in course philosophy, curriculum, pedagogy, and assessment prior to the instructor teaching the course.
 - C. Concurrent enrollment instructors participate in college/university provided annual discipline-specific professional development and ongoing collegial interaction to further enhance instructors' pedagogy and breadth of knowledge in the discipline.

- D. The concurrent enrollment program ensures instructors are informed of and adhere to program policies and procedures.

3. Curriculum Standards

- A. Courses administered through a concurrent enrollment program are college/university catalogued courses with the same departmental designations, course descriptions, numbers, titles, and credits.
- B. The college/university ensures the concurrent enrollment courses reflect the learning objectives, and the pedagogical, theoretical and philosophical orientation of the respective college/university discipline.
- C. Faculty liaisons conduct site visits to observe course content and delivery, student discourse and rapport to ensure the courses offered through the concurrent enrollment program are equivalent to the courses offered on campus.

4. Student Standards

- A. Registration and transcript policies and practices for concurrent enrollment students are consistent with those on campus.
- B. The concurrent enrollment program has a process to ensure students meet the course prerequisites of the college/university.
- C. Concurrent enrollment students are advised about the benefits and implications of taking college courses, as well as the college's policies and expectations.
- D. The college/university provides, in conjunction with secondary partners, concurrent enrollment students with suitable access to learning resources and student support services.

5. Program Evaluation Standards

- A. The college/university conducts end-of-term student course evaluations for each concurrent enrollment course to provide instructors with student feedback.
- B. The college/university conducts and reports regular and ongoing evaluations of the concurrent enrollment program effectiveness and uses the results for continuous improvement.

K. Term

- 1. This Agreement shall commence upon full execution and continue through June 30, 2022.
- 2. In the event EWU's authority to perform any of its duties in this MOU is withdrawn, reduced, or limited in any way after the commencement of this MOU and prior to the end of the term, EWU may terminate this MOU at the end of fall semester by giving the School District seven (7) calendar days written notice. No penalty shall accrue to EWU nor shall the School District be entitled to any damages in the event this

section is exercised.

L. Conditions / Compliance

1. This Agreement is intended to provide direction in the administration of the College in the High School Program for EWU and the School District. Any changes must be in writing and agreed to by all interested parties prior to any amendments.
2. Compliance with all relevant RCWs and WACs is assured by this Agreement. If either party expresses concern that a particular RCW or WAC is not being adequately addressed, EWU and School District officials will immediately address the issue and update the MOU or the addendum as necessary.
3. EWU and School District shall comply with all laws, ordinances, College in the High School 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 College in the High School RCWs and WACs, the RCWs and WACs will govern the Agreement.
4. EWU shall provide a right of access to all EWU 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.
5. 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 EWU staff to communicate issues regarding delivery of services under this Agreement.
6. Coordinator of Services. Each party hereby designates the following to be their coordinator of services under this Agreement:

EWU	School District
Jennifer Nuñez 509-359-2033 300 Senior Hall Cheney, WA 99004-2442 Email: jnunez@ewu.edu	Alison Brynelson 9401 Sharon Drive BrynelsonAX@mukilteo.wednet.edu Everett, WA 98204 Phone: 425-356-1220 Email:

7. 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, citizenship or immigration status, 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, gender expression or gender identity, or honorably discharged veteran or military status.
8. 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 EWU or the agents, officers, volunteers or employees of EWU.

The officers, agents, employees or volunteers of EWU shall not be entitled to any rights or privileges of employment with School District. EWU assumes exclusive responsibility for any and all actions, rights and obligations of its officers, agents, employees or volunteers. School District employees and students do not, by this Agreement, become agents or employees of EWU. Accordingly, School District employees and its students shall not be entitled to any rights and privileges established for employees of EWU, such as vacation, sick leave with pay, paid days off, life, accident and health insurance, severance pay upon termination of this Agreement, or other collective bargaining agreement provisions.

9. 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.
10. Indemnification/Hold Harmless/Duty to Defend. Each party to this Agreement shall be responsible for claims and damages to persons or property resulting from acts or omissions on the part of itself, its employees, or its officers. 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.
11. 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;

There shall be no cancellation, material change, or reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from one party or its insurer(s) to the other party. If requested, each party shall furnish acceptable insurance certificates to the other. Such certificates shall include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level.

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.

EWU, 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. The tort claims procedure, RCW 4.92.100 et seq., provides the fundamental remedy for

all tort liability claims against EWU and its officers, employees, and agents acting as such and all such claims must be filed and processed as provided therein.

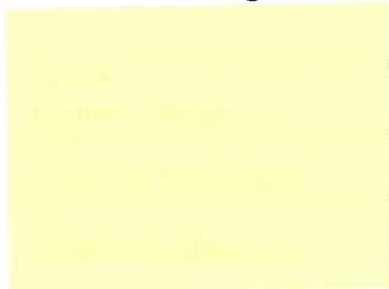
12. Confidentiality. Both parties agree to comply with the Family Education Rights and Privacy Act (FERPA) with respect to individual student education records. In the event of a health or safety emergency involving a student, the parties will work together to share information to the extent permitted by FERPA.
13. College in the High School Funding. The provisions of this Agreement assume compliance with applicable laws and regulations. Conflict regarding a student's eligibility for College in the High School funding will be mutually resolved between the Parties.
14. 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.
15. 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 signed agreement occurs between the parties.
16. Waiver of Breach/Default. 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.
17. 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.
18. Mandatory Dispute Resolution Procedure. In the event that a dispute shall arise regarding the terms, conditions, or breach of this Agreement, the parties shall, as a condition precedent to taking any action, mediate the dispute using the services of a mutually agreed upon independent mediator. Each party shall split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses. Notwithstanding the above, if either party precludes the other from performing under this Agreement, the party that precludes the other from performance shall be prohibited from seeking or maintaining any action, claim or demand under or pertaining to this Agreement, including a demand for arbitration and the other party shall be discharged from any further contractual duty under the Agreement.
19. Attorneys' Fees and Costs. In the event legal action becomes necessary to enforce or interpret the terms of this Agreement, the parties shall be required to mediate their dispute(s) prior to legal action being commenced. After mediation has occurred, the prevailing party in any legal action shall be entitled to recover reasonable attorneys' fees and costs incurred in such action, as determined by the court. In the event of any appeals from such actions, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in such appeals, as determined by the court(s). The term "costs" shall include, in addition to statutory costs and

disbursements, all costs associated with discovery depositions, expert witness fees, and out-of-pocket costs incurred by the prevailing party in the prosecution or defense of the action. For the purpose of this paragraph, the term "action" shall be deemed to include any proceeding commenced in the bankruptcy courts of the United States.

20. 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 Spokane County, Washington.

21. Authority to Sign and Obligate. The undersigned represent and warrant that they are authorized to enter into this Agreement on behalf of the parties.

Eastern Washington University



Email

Date

Mukilteo School District



Email

9/28/21
Date
Mukilteo.

wednet.edu