

**Memorandum of Understanding**  
**Between**  
**EDMONDS SCHOOL DISTRICT and EDMONDS COMMUNITY COLLEGE**  
**Enrollment of and Awarding Credit to 9<sup>th</sup> Grade Students in College in High School Courses**

This Agreement is entered into by and between Edmonds School District (the District) and Edmonds Community College (the College).

**PURPOSE**

This Agreement is designed to formally recognize and agree to continue the existing practice of enrolling 9<sup>th</sup> grade students in College in High School courses approved by the College. Recent legislation in ESSHB 1546 has created confusion regarding this practice by defining eligibility in College in High School programs to students in grades 10, 11, and 12. However, state law and rules allow for the District and the College to broaden the criteria eligibility to include 9<sup>th</sup> grade students through mutual agreement (RCW28A.600.290; WAC392-169-125). To this end, the District and College agree to enroll and grant college credit to students in grade 9 enrolled in approved College in High School classes under certain conditions.

**THEREFORE**, the District and College agree to the following terms:

1. Criteria for enrollment of 9<sup>th</sup> grade students in College in High School courses

The District and College agree to enroll and grant college credit to students in grade 9 enrolled in approved College in High School classes under the following conditions:

- Students are attending a high school in the District, and
- Students are enrolled in a College in High School class approved by the District and the College, and
- The College department overseeing the College in High School course has approved the enrollment and assignment of credit to 9<sup>th</sup> grade students in the College in High School course.

2. Entire Agreement

This document states the entire Agreement between the parties with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or Agreements.

3. Execution

Each of the persons signing this Agreement on behalf of a party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such party.

4. Assignment

None of the signatories to this Agreement may assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other signatories to this Agreement.

5. Severability

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement such provision shall be fully severable. This Agreement shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

6. Waiver

Waiver by any signatory to this Agreement of any breach of any provision of this Agreement or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this Agreement shall not operate as a waiver of such right. All rights and remedies provided for in this Agreement are cumulative.

7. Modification and Amendments

This Agreement may be amended or modified at any time by mutual Agreement of the authorized representatives of the signatories to this Agreement. The parties further agree to amend this Agreement to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provisions of this Agreement. However, if new laws, policies, or regulations applicable to a Party or Parties are implemented which materially affect the intent of the provision of this Agreement, the authorized representatives of the signatories to this Agreement shall meet within a reasonable period of time, i.e. 20 business days from the date of notice of such change of law, policy, or regulations, to confer regarding how and/or if those laws, policies, or regulations will be applied or excepted.

8. Term of the Agreement

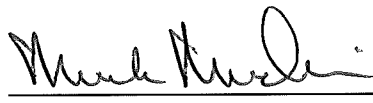
This Agreement shall be in effect for the period commencing from the date pursuant to section 9 until June 30, 2016. Either party to this Agreement may terminate its participation by delivering 30-day written notice via certified mail or personal delivery. Such notice shall be sent to the persons named as Contract Managers for the parties in this Agreement.

9. Effective Date

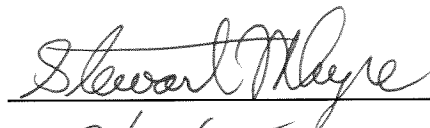
The District and the College hereby agree to enter into this Agreement, effective as of the date of execution below, and be bound by all its terms and conditions. Said Agreement shall be executed by an authorized officer of each institution.

For Edmonds School District:

Print Name: Mark Madison  
Title: Director, Career & College Readiness  
(Contract Manager)  
Phone: 425-431-7124  
Email: MadisonM@edmonds.wednet.edu

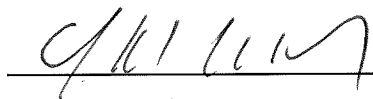
 (Signature)  
9/11/15 (Date)

Print Name: Stewart Mhyre  
Title: Executive Director, Business and Operations  
Phone: 425-431-7015  
Email: MhyreS@edmonds.wednet.edu

 (Signature)  
9/10/15 (Date)

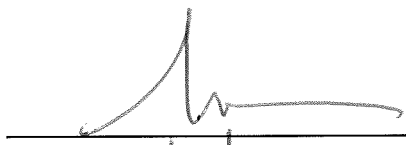
For Edmonds Community College:

Print Name: Charlie Crawford, Ph.D.  
Title: Executive Vice President of  
Instruction (Contract Manager)  
Phone: 425-640-1557  
Email: Charlie.crawford@email.edcc.edu

 (Signature)  
9/9/15 (Date)

For Edmonds Community College:

Print Name: Saovra (Sy) Ear  
Title: Dean of Enrollment & Financial Aid  
Services

 (Signature)  
9/9/15 (Date)

Phone: 425-640-1401

Email: [saovra.ear@edcc.edu](mailto:saovra.ear@edcc.edu)