

## **MEMORANDUM OF AGREEMENT**

### **BETWEEN**

#### **UNIVERSITY OF ALASKA ANCHORAGE-MatSu College AND THE MATANUSKA-SUSITNA BOROUGH SCHOOL DISTRICT**

#### **Mat-Su Middle College School**

#### **Purpose:**

The purpose of this Memorandum of Agreement (MOA or Agreement) between the University of Alaska Anchorage-MatSu College (UAA-MSC) and the Matanuska-Susitna Borough School District (MSBSD) is to establish the framework for a collaborative effort to create a middle college option for Matanuska-Susitna Borough high school students on the UAA-MSC Campus and to establish general administrative procedures for the conduct and delivery of the program. When discussed together, UAA-MSC and MSBSD will be referred to as the Parties.

The Mat-Su Middle College School (MSMCS) provides MSBSD students with a secondary school option to complete their high school diploma (grades 11-12) on a college campus, with a curriculum providing the opportunity to take college classes at no cost to the individual student during the calendar K-12 school year.

#### **General Principles:**

The general principles of this agreement align with the National Alliance of Concurrent Enrollment Partnerships (NACEP) standards, and best practices identified in the recent policy analysis by the Education Commission of the States.

The school district will notify the parents of students in the primary and middle schools and throughout high school of the availability of the middle college option;

The school district will provide consistent counseling, advising and parent conferencing to ensure the parents and students can make responsible decisions regarding course selection and track the students' academic progress and success;

The high-school level courses align with state standards and prepare students for postsecondary course expectations, including college organization skills and college knowledge;

The college-level courses are regularly scheduled UAA-MSC courses, the majority of which are to be delivered on the Matanuska-Susitna College Community Campus

Students enrolled in the college-level courses must be admitted to MSC as a Secondary Students and are held to the same standards as other students taking courses at MSC.

Student support will be shared by both parties.

Accountability and evaluation of the program will be shared by both parties.

**Students:**

MSBSD students will comply with both the MSBSD and UAA-MSC policies, regulations, procedures, and deadlines. If UAA-MSC policies and procedures directly conflict with MSBSD policies and procedures in regard to concurrent enrollment courses, MSBSD will communicate such conflict to UAA-MSC and the parties shall make all reasonable efforts to resolve such conflict.

Students taking UAA-MSC courses will be held to UAA-MSC policies, procedures, and deadlines, including registration, drop/add and withdrawal. Academic policies as well as student rights and responsibilities, are found in the UAA Catalog and the Fact Finder Student Handbook, both available online.

For their UAA-MSC coursework, students will register and be admitted to UAA-MSC as Secondary Student students, and all UAA-MSC courses will be recorded on an official UAA transcript.

Students must meet all pre-requisite and placement requirements for each UAA-MSC course.

Students will be held to the standards of achievement and grading standards as those expected of other students in UAA-MSC courses.

Enrollment in MSMCS requires that students be actively working towards demonstrating their college readiness, evidenced by attainment of proficiency scores on appropriate placement tests, as indicated in the UAA Academic Catalog. The term "college-ready" for MSMCS students shall be defined as placement into MATH A105 and/or placement into ENGL A111. Students will be enrolled in high school courses during the first semester or until college-ready and enroll in UAA-MSC courses in subsequent terms. Students who are college-ready upon entry into the MSMCS will enroll in college courses immediately. MSMCS students will receive dual credit for the UAA-MSC courses that fulfill their high school graduation requirements, and grades are transcribed both with the MSBSD and at UAA.

**Tuition, Fees, and Administrative Costs**

The MSBSD will cover tuition, course fees, student fees for specific services received, and an agreed upon amount that covers administrative costs as described in 13.A.i, below.

Mat-Su Middle College School students registered for a college-level course will have access to Blackboard and the Learning Resources Center. They will have access to Mat-Su College activities and facilities covered by fees paid by the MSBSD for Mat-Su Middle College School (MSMCS) students.

**Books and Materials**

The MSBSD and participating students agree to assume joint responsibility for all textbooks, lab materials, etc.

**Program Implementation**

By May 1, 2017, UAA-MSC and MSBSD will establish an agreed upon approach to placement testing and registration.

By May 1, 2017, UAA-MSC and MSBSD will establish an agreed upon approach to sharing grades during the semester and for final grade reporting that are consistent with FERPA regulations.

UAA-MSD and MSBSD agree to cooperatively address any issues or problems that arise.

**Evaluation of the Program:**

The MSBSD and UAA-MSD will develop and implement an evaluation process for the Mat-Su Middle College School (MSMCS) program which will:

Track: Demographics (aggregate and subgroups); high school retention, completion and dropout rates; student achievement of state expectations for high school students; college courses in which the students are enrolled; college course pass rates; college GPAs; associate degree completion; admission to four-year institutions;  
Use data for continuous improvement of the program.

**Roles and Responsibilities:**

**MSBSD will:**

1. Provide certified high school teachers, administrative personnel responsible for fulfillment of school principal/administrator functions, and administrative support for student-related needs.
2. Recruit and provide timely information about the MSMCS to students, parents, and MSBSD personnel, e.g. teachers, counselors, and administrative staff. This must include information provided by UAA-MSD about creating a permanent post-secondary educational record and possible impacts on financial aid eligibility.
3. Provide and administer an application and selection process, which includes a determination of academic and non-academic student readiness for participation in the MSMCS.
4. Provide curriculum and materials that align with state standards for the high school classes, prepare students for post-secondary courses and integrate the teaching of college organization skills and college knowledge into the high school curriculum.
5. Issue MSBSD progress information and grade reports.
6. Post earned credits to MSBSD transcript.
7. Issue MSBSD high school diploma from MSMCS. Students will participate in the MSMCS graduation and may also participate in their boundary high school graduation by agreeing to follow all MSBSD protocols for comprehensive high school graduation ceremonies.
8. Facilitate and support use of I-Parent, I-Student, and Gradebook as necessary.
9. Administer state required assessments for high school students.
10. Provide IEP/504 Plan services to eligible students.
11. Facilitate transportation for student to MSMCS at MSBSD expense.
12. Provide student access to MSBSD student activities through home school.
13. Provide funding for contracted services (tuition, course fees, specific student services fees, and an administrative/overhead fee) to be paid to Mat-Su College as described in section 13.A.i and 13.A.ii, below.

**A. For contract year July 1, 2017 through June 30, 2018:**

- i. By May 1, 2017 student program participation enrollment headcount and credit hours for the following academic year is determined. This will include seniors who will be continuing and new juniors who will be admitted to the Middle College. Headcount and credit hours will be determined by student registrations completed online by each student, using the standard UAA-MSD registration process, under the supervision of MSBSD counselors and/or staff. UAA-MSD

will provide printed material for use in guiding counselors and/or students through the online process.

1. Payment is made to UAA-MSC for standard tuition and fees associated with each student's registered classes for Fall Semester 2017. UAA-MSC will provide an invoice to MSBSD to pay the sum total of all tuition and fees in a single transaction. Timing of the invoice will follow standard Sponsor Billing practices and should be presented to MSBSD on or about October 1, 2017. This Fall Semester invoice will also include an administrative fee of \$50,000 to defray the costs of janitorial, electrical and snow removal associated with this project for the first twelve months of this agreement, to be renegotiated during the first and/or subsequent meeting(s) described in "iii" below, if necessary and agreed by the Parties.

ii. Spring 2018 registration of MSBSD students must be completed by November 1, 2017, in accordance with the general provisions of "i" above.

1. Payment is made to UAA-MSC for standard tuition and fees associated with each student's registered classes for Spring Semester 2017. UAA-MSC will provide an invoice to MSBSD to pay the sum total of all tuition and fees in a single transaction. Timing of the invoice will follow standard Sponsor Billing practices and should be presented to MSBSD on or about March 1, 2018.

iii. Subsequent semesters will follow the general pattern described in "i" and "ii" in this section. Tuition and fees are adjusted periodically and the tuition and fees in effect for the semester for which the student registers will be used when calculating amounts due under this section. The Parties may alter or consider altering the financial and/or administrative terms of this section upon mutual agreement and at least 30 days advance notice, but no later than January 15, 2018, and as needed thereafter.

14. In case of termination, the financial responsibilities will be:
  - A. MSBSD will at it's expense remove portables and restore site to its original condition prior to occupation.
  - B. If the semester has begun, students will be allowed to complete the semester.
  - C. Admitted students will be allowed to continue in following semesters if they pay the applicable tuition and fees.
15. Provide portable instructional and administrative office facilities on the UAA-MSC Campus. The MSBSD will build, install, furnish, equip, and maintain the portables, including paying for site work installation, insurance, and IT connectivity.-These portables will be dedicated entirely to the MSMCS program and will house the high school classes, administration, and student support.
16. The UAA-MSC will bill MSBSD for ongoing janitorial and utility costs.

**UAA-MSC will:**

1. Provide the necessary administrative and support staff to ensure fulfillment of the terms of this MOA.

2. Provide information and guidance regarding an appropriate set of regularly scheduled courses that count toward the UAA General Education Requirements sequenced for student advancement towards completion of the UAA Associate of Arts degree and/or courses that lead to particular applied associate's degrees.
3. Provide access to student success support services for students taking college classes.
4. Upon request by students, Mat-Su College Student Services will provide disability support services coordination for academic accommodations and programmatic adjustments made during the course of UAA-MSU academic classes.
5. Facilitate registration of MSMCS students into UAA-MSU courses. New and continuing MSMCS students must meet all course pre-requisites. All efforts will be made to enroll MSMCS students in day course sessions for Math A105 and English A111.
6. Transcript student credit and grades earned in UAA-MSU courses.
7. Conduct MSMCS student and parent orientation prior to the start of UAA-MSU classes in the fall semester of each academic year. Students will be assisted with registration, and will have an opportunity to obtain a Wolfcard. Other information will include:
  - a. General student services information;
  - b. Grading and GPA;
  - c. Drop and withdrawal policies;
  - d. Financial Aid implications of dual credit;
  - e. Transferability of courses;
  - f. FERPA rules regarding parental access to student's university records;
  - g. IEPs and working with Mat-Su Student Services;
  - h. Student rights and responsibilities and UAA-MSU Judicial Process.
  - i. Title IX and Violence Against Women Reauthorization Act
8. Identify all MSBSD students attending the MSMCS as a special cohort in Banner/Student Information System for ease of tracking and to facilitate processing through the UA system.
9. Provide official transcripts to MSBSD at the conclusion of the semester after final grades are posted for the UAA-MSU college courses.
10. Provide invoices to MSBSD by July 1 and one week after the University drop/add deadline each semester (fall and spring) for each contract year.
11. Provide the land, gravel and connect utilities (electricity and communication/data/WiFi) to the portables for the beginning of Fall, 2017.

### **Terms of Agreement**

**1. FERPA and Privacy:** The Parties recognize that they will disclose to each other personally identifiable information from student education records to perform their respective obligations under this Agreement, including, but not limited to, academic, enrollment, and financial aid information, such as academic standing, progress, and grades. The Parties further recognize that they are both subject to the Family Education Rights and Privacy Act ("FERPA") which limits the use, disclosure, and re-disclosure of such information. Pursuant to their obligations under FERPA, the Parties agree to hold education records in strict confidence and to not use or disclose information from education records except as permitted by law or this Agreement. The Parties and their officers, employees, and agents shall use the information only for the purposes for which the disclosure was made. The Parties shall not disclose the information to any other party without the prior consent of the student. These obligations shall extend to any contractor or subcontractor of the Parties. In addition, the Parties agree to comply with all applicable state and federal privacy laws, including but not limited to the Alaska Personal Information

Protection Act. The methods and systems used to communicate between the parties shall be disclosed and confirmed compliant upon request of either party. If more than one method or system is available, the more secure system will be used.

2. Reporting: The Parties will develop methods of evaluating student and program success and sharing data required to do this.

3. Term: The terms of this Agreement will be effective fall semester 2017 and shall continue three (3) years from the date of execution.

4. Termination: Either party may terminate this Agreement at any time by providing thirty (30) days written notice of termination. If classes have begun, any MSBSD students enrolled in UAA-MSC classes at the time of termination shall be permitted to complete the course in which they are enrolled.

5. Choice of Law/Venue: This Agreement shall be governed by and interpreted under Alaska law. Venue for any disputes arising out of this agreement shall be in the Superior Court for the State of Alaska, Third Judicial District of Anchorage.

6. Modification: This Agreement may be modified only in writing signed by both Parties.

7. Entire Agreement: This Agreement represents the entire understanding and agreement between the Parties and supersedes all prior or contemporaneous negotiations, agreements, proposals, responses, understanding, and representations, if any, made by and between the Parties.

8. Relationship Between the Parties: Nothing in this MOA shall create an employer/employee relationship between the employees of MSBSD and UAA-MSC.

9. Indemnity: Each party is responsible for its own negligence or wrongful actions according to applicable law. Neither party will have a contractual obligation to indemnify and hold harmless the other party, unless the claim arises out of the party's willful intent to injure third Parties.

10. Title IX and Minor Protection: The Parties agree to work and share information collaboratively when dealing with Title IX and minor protection issues. The parties agree that each has a "need to know" information about Title IX and minor protection issues as they arise under this MOA. MSBSD teachers teaching under this MOA remain bound by the Alaska Professional Teaching Practices Act.

AUTHORIZED BY:



Gene Stone, Superintendent  
Matanuska-Susitna Borough School District

2/8/17

Date



Thomas R. Case, Chancellor  
University of Alaska Anchorage

3 Mar 2017

Date