### ALASKA MIDDLE COLLEGE SCHOOL

#### MEMORANDUM OF AGREEMENT

### BETWEEN

# UNIVERSITY OF ALASKA ANCHORAGE AND THE ANCHORAGE SCHOOL DISTRICT

### Purpose:

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

The Alaska Middle College School (AMCS) provides Anchorage School District students in grades 11-12 with a secondary school option to complete their high school diploma on a college campus, with a curriculum providing the opportunity to take tuition-free college classes.

#### **General Principles:**

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

- □ ASD will notify the parents of students in the primary and middle schools and throughout high school of the availability of the middle college option.
- □ ASD 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 courses, the majority of which are to be delivered on the UAA Chugiak-Eagle River Campus.
- □ Students enrolled in the college-level courses must be admitted to UAA as a non-degree seeking student and are held to the same standards as other students taking courses at UAA.
- □ Student support will be shared by both parties.
- □ Accountability and evaluation of the program will be shared by both parties.

# Students:

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

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

For their UAA coursework, students will register and be admitted to UAA as non-degree seeking students, and all UAA courses will be recorded on an official UAA transcript.

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

Students will be held to the standards of achievement and grading standards as those expected of other students in UAA courses. Students earning a D or F will be considered for academic probation.

Students will sign a FERPA waiver to grant access to their educational records to a parent or guardian.

# **Enrollment:**

The ASD and UAA agree to enroll up to 200 ASD students in the AMCS program. AMCS 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. For this Agreement, the term "college-ready" shall be defined as placement into MATH A105 and/or placement into WRTG111. Students will be enrolled in high school courses during the first semester or until college-ready and enroll in UAA courses in subsequent terms. Students who are college-ready upon entry into the AMCS will enroll in college courses immediately. AMCS students will receive dual credit for the UAA courses that fulfill their high school graduation requirements, and grades are transcripted both with the ASD and at UAA.

# Tuition, Fees, and Administrative Costs:

The ASD agrees to pay tuition, course fees, and student fees for specific services received and administrative costs to the UAA as agreed to by both parties in Annex A (AMCS Fees and Payment Schedule).

AMCS students registered for a college-level course will have access to Blackboard and the Learning Resources Center. They will have access to UAA activities and facilities covered by fees paid by the ASD for AMCS students.

# **Books and Materials:**

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

UAA will strive to retain course curriculum and text books for no less than four academic years.

# Program Implementation:

By March 1<sup>st</sup>, annually, UAA and ASD will establish an agreed upon approach to placement testing and registration.

By May 1<sup>st</sup>, annually, UAA and ASD will establish/review an agreed upon approach to sharing grades during the semester and for final grade reporting that are consistent with Family Education Rights and Privacy Act (FERPA) regulations.

UAA and ASD agree to cooperatively address any issues or problems that arise.

# **Evaluation of the Program:**

The ASD and UAA will develop and implement an evaluation process for the Alaska Middle College School program which will:

- □ Track demographics (aggregate and subgroups) in the following categories:
  - 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
  - O College GPAs
  - Associate degree completion
  - Admission to four-year institutions
- □ Use data for continuous improvement of the program.

# Roles and Responsibilities:

# ASD 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 AMCS to students, parents, and ASD personnel, e.g. teachers, counselors, and administrative staff. This must include information provided by UAA about creating a permanent postsecondary 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 AMCS.
- 4. Provide curriculum and materials for the high school classes, prepare students for postsecondary courses, and integrate the teaching of college organization skills and college knowledge into the high school curriculum.
- 5. Issue ASD progress information and grade reports.
- 6. Post earned credits to ASD transcript.
- 7. Issue ASD high school diploma from AMCS. Students will commence in the AMCS graduation and may also participate in home high school graduation as per ASD specifications.

- 8. Facilitate and support use of online grading platform as necessary.
- 9. Administer state required assessments for high school students.
- 10. Provide IEP/504 Plan services to eligible students.
- 11. Provide transportation opportunities for ASD students attending AMCS.
- 12. Provide student access to ASD student activities through home school.

# UAA/CERC will:

- 1. Provide instructional and administrative office facilities at the UAA Chugiak-Eagle River Campus consistent with the sequencing of the Associate of Arts degree and accommodating UAA faculty members and ASD staff.
- 2. Provide the necessary administrative and support staff to ensure fulfillment of the terms of this MOA.
- 3. Provide faculty members and adjunct faculty as appropriate who shall deliver the UAA course instruction using approved curriculum and textbooks.
- 4. Provide placement testing at no cost to ASD students.
- 5. Provide individual academic and college transition advising to AMCS students to include 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.
- 6. Provide for the collection of UAA student and course specific fees and delivery of required course textbooks and materials; develop a standard process in collaboration with ASD for storage, collection, and issue of textbooks.
- 7. Provide access to student success support services for students taking college classes.
- 8. Develop and implement academic or non-academic college orientation and transition programming to supplement college-level coursework offered through AMCS; work in collaboration with ASD to provide student orientation during the days prior to the start of UAA classes in the fall semester of each academic year.
- 9. Upon request by students, UAA/CERC College Student Services will provide disability support services coordination for academic accommodations and programmatic adjustments made during the course of UAA academic classes.
- 10. Facilitate registration of AMCS students into UAA courses. New and continuing AMCS students must meet all course prerequisites.
- 11. Transcript student credit and grades earned in UAA courses.
- 12. Conduct AMCS student and parent orientation prior to the start of UAA classes in the fall semester of each academic year. Students will be assisted with registration, and will have an opportunity to obtain a *Wolfcard*. Among other information will be:
  - 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 ASD Student Services as well as UAA Disability Support Services;
  - h. Student rights and responsibilities and UAA Judicial Process.
  - i. Title IX and Violence Against Women Reauthorization Act

- 13. Identify all ASD students attending the AMCS as a special cohort in Banner/Student Information System for ease of tracking and to facilitate processing through the UA system.
- 14. Provide mid-term progress reports three weeks prior to the withdrawal deadline.
- 15. Provide transcripts to ASD at the conclusion of the semester after final grades are posted for the UAA college courses.
- 16. For those AMCS students completing the requirements for the Associate of Arts degree, complete admissions and degree award processes prior to the AMCS student high school graduation, allowing these students to graduate from high school with a diploma and associate's degree. (Timing is critical and early coordination between UAA and ASD will be required to ensure processes are completed for those students identified as eligible to earn the AA degree.)

# **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 FERPA which limits the use, disclosure, and redisclosure 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. <u>Reporting</u>: The Parties will develop methods of evaluating student and program success and sharing data required to do this.
- 3. <u>Term</u>: The terms of this Agreement will be effective fall semester 2017 and shall continue three (3) years from the date of execution.
- 4. <u>Termination</u>: Either party may terminate this Agreement at any time by providing thirty (30) days written notice of termination. If classes have begun, any ASD students enrolled in UAA classes at the time of termination shall be permitted to complete the course in which they are enrolled.
- 5. <u>Choice of Law/Venue</u>: 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. <u>Modification</u>: 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 ASD and UAA.
- 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, Minor Protection, and Non-Discrimination: 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. ASD teachers teaching under this MOA remain bound by the Alaska Professional Teaching Practices Act. Both Parties' Title IX and Minor Protection policies are applicable to activities under this Agreement. The Parties subscribe to the policy of equal opportunity and will not discriminate on the basis of race, color, religion, national origin, age, sex, sexual orientation, gender identity, veteran status, physical or mental disability, marital status, pregnancy or parenthood. The Parties shall abide by these principles in the administration of this Agreement and neither Party shall impose criteria which would violate the principles of non-discrimination.

### **AUTHORIZED BY:**

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Samuel Gingerich, Chancellor University of Alaska Anchorage

 $\frac{7-28-17}{Date}$ 

Annexes: A – Fees and Payment Schedule