

**MEMORANDUM OF AGREEMENT BETWEEN
UNIVERSITY OF ALASKA FAIRBANKS
AND
THE FAIRBANKS NORTH STAR BOROUGH SCHOOL DISTRICT**

Fairbanks Middle College School

Purpose:

The purpose of this Memorandum of Agreement (MOA or Agreement) between the University of Alaska Fairbanks (UAF) and the Fairbanks North Star Borough School District (FNSBSD) is to establish the framework for a collaborative effort to create a middle college option for Fairbanks North Star Borough high school students on the UAF Campus and to establish general administrative procedures for the conduct and delivery of the program. When discussed together, UAF and FNSBSD will be referred to as the Parties.

The Fairbanks Middle College School (FMCS) provides FNSBSD 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.

- o 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;
- o 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;
- o The college-level courses are regularly scheduled UAF courses, the majority of which are to be delivered on the Fairbanks Troth Yeddha Campus.
- o Student support will be shared by both parties.
- o Accountability and evaluation of the program will be shared by both parties.

Students:

FNSBSD students will comply with both the FNSBSD and UAF policies, regulations, procedures, and deadlines. If UAF policies and procedures directly conflict with FNSBSD policies and procedures in regard

to dual enrollment courses, FNSBSD will communicate such conflict to UAF and the parties shall make all reasonable efforts to resolve such conflict.

Enrollment in FMCS 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 UAF Academic Catalog. FMCS students will receive dual credit for the UAF courses that fulfill their high school graduation requirements, and grades are transcribed both with the FNSBSD and at UAF.

Students taking UAF courses will be held to UAF policies, procedures, and deadlines, including registration, drop/add and withdrawal. Academic policies as well as student rights and responsibilities, are found in the UAF Catalog and the Fact Finder Student Handbook, both available online. Students must meet all prerequisite and placement requirements for each UAF course.

Students will be admitted to UAF and all courses will be recorded on an official UAF transcript.

Students will be held to the standards of achievement and grading standards as those expected of other students in UAF courses including the Student Code of Conduct. Students will also be required to complete mandatory trainings required of all UAF students.

Students enrolled in FMCS will not be eligible for residency in dormitories or for participation in study away programs. Students will have access to student clubs and organizations and other programming through the Center for Student Engagement. See finance amendment for details.

Students requiring disability accommodations will communicate with UAF Disability Services during the term before enrollment in order to coordinate appropriate accommodations.

Tuition, Fees, and Administrative Costs

The FNSBSD will cover tuition, course fees, and student fees.

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

Books and Materials

The FNSBSD and participating students agree to assume joint responsibility for all textbooks, lab materials, etc. {FNSBSD Select appropriate language in this section}

Program Implementation

By May 1, 2020, UAF and FNSBSD will establish an agreed upon approach to sharing grades during the semester and for final grade reporting that are consistent with FERPA regulations.

UAF and FNSBSD agree to cooperatively address any issues or problems that arise.

Evaluation of the Program:

The FNSBSD and UAF will develop and implement an evaluation process for the UAF Middle College School (FMCS) 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:

FNSBSD will:

1. Provide 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 FMCS to students, parents, and FNSBSD personnel, e.g. teachers, counselors, and administrative staff. This must include information provided by UAF 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 FMCS.
4. Issue FNSBSD progress information and grade reports.
5. Post earned credits to FNSBSD transcript.
6. Issue FNSBSD high school diploma from FMCS. Students will participate in the FMCS graduation and may also participate in their boundary high school graduation by agreeing to follow all FNSBSD protocols for comprehensive high school graduation ceremonies.
7. Facilitate and support use of I-Parent, I-Student, and Grade book as necessary.
8. Administer state required assessments for high school students.
9. Facilitate transportation for student to FMCS at FNSBSD expense.
10. Provide student access to FNSBSD student activities through home school.
11. Provide funding for contracted services (tuition, course fees, specific student services fees, and an administrative/overhead fee) to be paid to UAF as described in section 13.A.i and 13.A.ii, below.

A. For contract year July 1, 2020 through June 30, 2021:

i. By May 1, 2020 student program participation enrollment headcount and credit hours for the following academic year is determined. Headcount and credit hours will be determined by student registrations completed online by each student, using the standardized UAF MCS registration process, under the supervision of FNSBSD counselors and/or staff. UAF will provide printed material for use in guiding counselors and/or students through the online process.

1. Payment is made to UAF for standard tuition and fees associated with each student's registered classes for Fall Semester 2020. UAF will provide an invoice to FNSBSD 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 FNSBSD on or about September 6, 2020.

ii. Spring 2021 registration of FNSBSD students must be completed by November 1, 2020, in accordance with the general provisions of "I" above.

1. Payment is made to UAF for standard tuition and fees associated with each student's registered classes for Spring Semester 2021. UAF will provide an invoice to FNSBSD 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 FNSBSD on or about January 24, 2021.

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, 2021, and as needed thereafter.

14. In case of termination, the financial responsibilities will be:

- A. If the semester has begun, students will be allowed to complete the semester.
- B. Admitted students will be allowed to continue in following semesters if they pay the applicable tuition and fees.

UAF 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 UAF General Education Requirements sequenced for student advancement towards completion of the UAF 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, UAF Student Services will provide disability support services coordination for academic accommodations and programmatic adjustments made during the course of UAF academic classes.
5. Facilitate registration of FMCS students into UAF courses. New and continuing FMCS students must meet all course pre-requisites. All efforts will be made to enroll FMCS students in day course sessions for Math F105 and English F111.
6. Transcript student credit and grades earned in UAF courses.
7. Conduct FMCS student and parent orientation prior to the start of UAF classes in the fall semester of each academic year. Students will be assisted with registration, and will have an opportunity to obtain a student ID card. 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 UAF Disability Services;
 - h. Student rights and responsibilities and UAF Judicial Process.
 - i. Title IX and Violence Against Women Reauthorization Act
8. Identify all FNSBSD students attending the FMCS 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 FNSBSD at the conclusion of the semester after final grades are posted for the UAF college courses.
 10. Provide invoices to FNSBSD 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, 2020.

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 2020 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 FNSBSD students enrolled in UAF 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, Fourth Judicial District of Fairbanks.

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 FNSBSD and UAF.

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. FNSBSD teachers teaching under this MOA remain bound by the Alaska Professional Teaching Practices Act.

Karen Gaborik, Superintendent
Fairbanks North Star Borough School District

Date

Daniel M. White, Chancellor
University of Alaska Fairbanks

Date