

ALASKA STATE LEGISLATURE

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Senator Gary Stevens

SENATE BILL 32 *Middle Colleges*

SPONSOR STATEMENT

Senate Bill 32 establishes a Middle College Program in Alaska. A type of dual credit system, Middle Colleges are partnerships between school districts and colleges. They offer a focused curriculum, increasing the viability of students from all economic backgrounds to earn college credits while still in high school.

The bill requires the University of Alaska (UA) and school districts to participate in the Middle College Program and affirms that program participants are considered full-time students of the district in which they are enrolled, as well as actively pursuing credit toward a college degree or certificate.

SB 32 also establishes criteria for student enrollment in the Middle College program, including the requirement that a student be enrolled in an Alaskan public school and has completed the 8th grade. Additionally, SB 32 requires a yearly report to the legislature summarizing student participation; course offerings; and the total number of credits earned.

Middle College Programs have been operating nationally for over twenty-five years to much acclaim. In Alaska, several School Districts are also now participating or developing middle college programs of their own, in collaboration with the University of Alaska. This bill would codify those efforts and provide a framework to scale up the programs, opening up middle college opportunities for more students throughout the state.

Thank you for your consideration of this important piece of legislation.

CS FOR SENATE BILL NO. 32(FIN)

IN THE LEGISLATURE OF THE STATE OF ALASKA

THIRTY-SECOND LEGISLATURE - FIRST SESSION

BY THE SENATE FINANCE COMMITTEE

Offered: 3/29/21

Referred: Rules

Sponsor(s): SENATORS STEVENS, Micciche, Gray-Jackson, Costello, Begich, Wielechowski, Reinbold, Kawasaki

A BILL

FOR AN ACT ENTITLED

1 **"An Act establishing the Alaska middle college program for public school students;**
2 **relating to the powers of the University of Alaska; and providing for an effective date."**

3 **BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:**

4 * **Section 1.** AS 14.07.168 is amended to read:

5 **Sec. 14.07.168. Report to the legislature.** Not later than the 30th legislative
6 day of each regular session of the legislature, the board shall prepare and present in
7 person to the legislative committees having jurisdiction over education an annual
8 report that describes the efforts of the board to develop, maintain, and continuously
9 improve a comprehensive quality public education system, as provided for under the
10 bylaws of the board. The report must include

11 (1) a summary of the resolves and rationales provided in support of
12 policy decisions made under AS 14.03.015;

13 (2) program and curriculum changes made, discussed, or
14 recommended in meetings held under AS 14.07.125;

(3) additional information relevant to efforts made to improve and maintain the public education system;

(4) a summary of the Alaska middle college program established in AS 14.30.780; the summary must include the

(A) number of students participating in the program;

(B) types of courses in which students have enrolled;

(C) total number of credits that students have earned;

(D) rate of subsequent enrollment in postsecondary institutions by students who participated in the program; and

(E) postsecondary remediation rates of students who participated in the program for courses taken through the program.

* Sec. 2. AS 14.30 is amended by adding a new section to read:

Article 15. Alaska Middle College Program.

Sec. 14.30.780. Alaska middle college program established. (a) The Alaska middle college program is established for eligible students to enroll in courses offered by the University of Alaska. A student shall earn both high school and college credit for each course the student has satisfactorily completed through the program. College credit earned through the program is fully transferable within and applicable toward pursuit of a degree or certificate at the University of Alaska system.

(b) The University of Alaska shall make the program available to each school district in the state. A school district may elect to participate by entering into an agreement with the University of Alaska. An agreement under this subsection must allow a student eligible under (c) of this section to participate in the program.

(c) A student is eligible for the program if the student

(1) is enrolled in a public school in the state;

(2) has completed the eighth grade and has demonstrated, to the satisfaction of the school district and the University of Alaska, the academic ability necessary to complete college level coursework;

(3) has not been awarded a high school diploma; and

(4) to maintain eligibility for the program, complies with the requirements of the program.

(d) Every school district that elects to participate in the program shall provide information about the program to students and parents of students in grades eight through 12 who are enrolled in a public school in the state to ensure that students and parents are aware of program opportunities. The information provided must include the

(1) process that the University of Alaska uses in awarding credit for completing a course through the program, including the minimum scores generally required to receive college credit from a state postsecondary institution;

(2) availability of program courses offered online and throughout the school district;

(3) benefits of earning college credit while enrolled in high school;

(4) availability of academic support services;

(5) academic and social responsibilities associated with participating in the program; and

(6) consequences of failing or not completing a course taken through the program, including whether a failed course will appear on a student's official college transcript.

(e) An agreement entered into by a school district and the University of Alaska under (b) of this section must outline the manner in which costs associated with the program will be shared between the participating school district and the University of Alaska. The agreement may provide for scholarship opportunities and fee waivers to reduce the cost to the school district of participating in the program.

(f) If a program course is offered and conducted at a location other than a University of Alaska facility,

(1) the content and curriculum of the course must be consistent with national standards for awarding dual credit and the standards and learning outcomes of the equivalent course offered at the University of Alaska;

(2) the instructor teaching the course must meet the University of Alaska's standards for adjunct faculty members;

(3) the instructor shall use the same textbooks and instructional materials used for the equivalent course offered at the University of Alaska; and

1 (4) the course and the instructor are subject to regular evaluation by the
2 University of Alaska to ensure compliance with these standards.

3 (g) A student who enrolls in the program shall be permitted to enroll in up to
4 15 credits each semester and earn up to 60 total credits.

5 (h) For the purpose of calculating a school district's ADM under
6 AS 14.17.410, a student participating in the program is considered a full-time student
7 of the school district in which the student is enrolled.

8 (i) The University of Alaska and a school district may release to each other the
9 transcript of a student to determine the student's eligibility for the program or for
10 graduation.

11 (j) In this section,

12 (1) "program" means the Alaska middle college program established
13 under this section;

14 (2) "school district" has the meaning given in AS 14.30.350.

15 * **Sec. 3.** AS 14.40.040 is amended by adding a new subsection to read:

16 (c) The University of Alaska shall implement the Alaska middle college
17 program established under AS 14.30.780. The University of Alaska shall

18 (1) evaluate and regularly review each course offered in the Alaska
19 middle college program under AS 14.30.780(f) to ensure consistency with national
20 standards for awarding dual credit;

21 (2) enter into an agreement with a school district that elects to
22 participate consistent with the Alaska middle college program standards; and

23 (3) award to a student college credit that is fully transferable within
24 and applicable toward pursuit of a degree or certificate at the University of Alaska
25 system for each course satisfactorily completed under the Alaska middle college
26 program.

27 * **Sec. 4.** This Act takes effect July 1, 2022.

SENATE BILL NO. 32

IN THE LEGISLATURE OF THE STATE OF ALASKA

THIRTY-SECOND LEGISLATURE - FIRST SESSION

BY SENATORS STEVENS, Micciche, Gray-Jackson, Costello, Begich, Wielechowski, Reinbold, Kawasaki

Introduced: 1/25/21

Referred: Education, Finance

A BILL

FOR AN ACT ENTITLED

1 **"An Act establishing the Alaska middle college program for public school students; and**
2 **relating to the powers of the University of Alaska."**

3 **BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:**

4 * **Section 1.** AS 14.07.168 is amended to read:

5 **Sec. 14.07.168. Report to the legislature.** Not later than the 30th legislative
6 day of each regular session of the legislature, the board shall prepare and present in
7 person to the legislative committees having jurisdiction over education an annual
8 report that describes the efforts of the board to develop, maintain, and continuously
9 improve a comprehensive quality public education system, as provided for under the
10 bylaws of the board. The report must include

11 (1) a summary of the resolves and rationales provided in support of
12 policy decisions made under AS 14.03.015;

13 (2) program and curriculum changes made, discussed, or
14 recommended in meetings held under AS 14.07.125;

(3) additional information relevant to efforts made to improve and maintain the public education system;

(4) a summary of the Alaska middle college program established in AS 14.30.780; the summary must include the

(A) number of students participating in the program;

(B) types of courses in which students have enrolled;

(C) total number of credits that students have earned;

(D) rate of subsequent enrollment in postsecondary institutions by students who participated in the program; and

(E) postsecondary remediation rates of students who participated in the program for courses taken through the program.

* Sec. 2. AS 14.30 is amended by adding a new section to read:

Article 15. Alaska Middle College Program.

Sec. 14.30.780. Alaska middle college program established. (a) The Alaska middle college program is established for eligible students to enroll in courses offered by the University of Alaska. A student shall earn both high school and college credit for each course the student has satisfactorily completed through the program. College credit earned through the program is fully transferable within and applicable toward pursuit of a degree or certificate at the University of Alaska system.

(b) The University of Alaska shall make the program available to school districts in the state by entering into an agreement with each school district in the state that has eligible students interested in participating in the program. An agreement under this subsection must allow any student eligible under (c) of this section to participate in the program.

(c) A student is eligible for the program if the student

- (1) is enrolled in a public school in the state;
- (2) has completed the eighth grade and has demonstrated, to the satisfaction of the school district and the University of Alaska, the academic ability necessary to complete college level coursework;
- (3) has not been awarded a high school diploma; and
- (4) to maintain eligibility for the program, complies with the

1 requirements of the program.

2 (d) Every school district shall provide information about the program to
3 students and parents of students in grades eight through 12 who are enrolled in a
4 public school in the state to ensure that students and parents are aware of program
5 opportunities. The information provided must include the

6 (1) process that the University of Alaska uses in awarding credit for
7 completing a course through the program, including the minimum scores generally
8 required to receive college credit from a state postsecondary institution;

9 (2) availability of program courses offered online and throughout the
10 school district;

11 (3) benefits of earning college credit while enrolled in high school;

12 (4) availability of academic support services;

13 (5) academic and social responsibilities associated with participating in
14 the program; and

15 (6) consequences of failing or not completing a course taken through
16 the program, including whether a failed course will appear on a student's official
17 college transcript.

18 (e) An agreement entered into by a school district and the University of
19 Alaska under (b) of this section must outline the manner in which costs associated
20 with the program will be shared between the participating school district and the
21 University of Alaska. The agreement may provide for scholarship opportunities and
22 fee waivers to reduce the cost to the school district of participating in the program.

23 (f) If a program course is offered and conducted at a location other than a
24 University of Alaska facility,

25 (1) the content and curriculum of the course must be consistent with
26 national standards for awarding dual credit and the standards and learning outcomes of
27 the equivalent course offered at the University of Alaska;

28 (2) the instructor teaching the course must meet the University of
29 Alaska's standards for adjunct faculty members;

30 (3) the instructor shall use the same textbooks and instructional
31 materials used for the equivalent course offered at the University of Alaska; and

1 (4) the course and the instructor are subject to regular evaluation by the
2 University of Alaska to ensure compliance with these standards.

3 (g) A student who enrolls in the program shall be permitted to enroll in up to
4 15 credits each semester and earn up to 60 total credits.

5 (h) For the purpose of calculating a school district's ADM under
6 AS 14.17.410, a student participating in the program is considered a full-time student
7 of the school district in which the student is enrolled.

8 (i) The University of Alaska and a school district may release to each other the
9 transcript of a student to determine the student's eligibility for the program or for
10 graduation.

11 (j) In this section,

12 (1) "program" means the Alaska middle college program established
13 under this section;

14 (2) "school district" has the meaning given in AS 14.30.350.

15 * **Sec. 3.** AS 14.40.040 is amended by adding a new subsection to read:

16 (c) The University of Alaska shall implement the Alaska middle college
17 program established under AS 14.30.780. The University of Alaska shall

18 (1) evaluate and regularly review each course offered in the Alaska
19 middle college program under AS 14.30.780(f) to ensure consistency with national
20 standards for awarding dual credit;

21 (2) enter into an agreement with a school district consistent with the
22 Alaska middle college program standards; and

23 (3) award to a student college credit that is fully transferable within
24 and applicable toward pursuit of a degree or certificate at the University of Alaska
25 system for each course satisfactorily completed under the Alaska middle college
26 program.

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Senator Gary Stevens

SENATE BILL 32

Middle Colleges

SECTIONAL ANALYSIS

(Version I)

Sec. 1: AS 14.07.168 Regarding an annual report submitted to the Legislature by the state Board of Education and Early Development, amended to include in that report a current summary of middle college activity and outcomes in the state.

Sec. 2: AS 14.30 is amended to add a new Article 15, relating to the Alaska Middle College Program.

AS 14.30.780 (a) Establishes a Middle College program for eligible students in high school to enroll in courses at the University of Alaska, and to earn credit toward a college degree as well as credit toward high school graduation.

(b) UA shall enter into an agreement with each school district that elects to participate in the AMC, giving access to any eligible student to participate in the program.

(c) Eligibility: Establishes baseline student eligibility requirements to include being enrolled in a public school, be in high school (grades 9-12), to not have already received a high school diploma, and demonstrate to the satisfaction of both the school district and the UA as being academically competent to complete college level coursework.

(d) Awareness: School districts electing to participate to establish and maintain awareness of AMC course offerings and eligibility requirements to students and parents, including the academic and social responsibilities of participating in the AMC.

(e) Financing: UA and school districts shall include in their respective MOU a manner of sharing costs associated with providing the AMC program locally, including tuition waivers, scholarships, and other means of reducing program costs and finding efficiencies.

SENATE BILL 32
SECTIONAL ANALYSIS
(Version I - continued)

(f) Course Quality: specifies that courses offered by the AMC must meet quality and content standards, including quality instruction, and regular course and instructor review.

(g) Credit Cap: Under the AMC program, students may not enroll in more than 15 credit hours per semester, nor earn more than a total of 60 credits.

(h) ADM: Holds harmless a school district's Average Daily Membership (ADM) calculation. Students participating in the AMC program are to still be counted toward the respective school district's ADM.

(i) Transcripts: Allows the UA and school districts to exchange student transcript information for purposes of determining program eligibility or for graduation requirements.

(j) Definitions: Provides definitions for use of the term "program" in this section as being the AMC program, and for "school district" as consistent with other uses of that term in statute, as defined on AS 14.30.350.

Sec. 3: AS 14.40.040(c), relating to the general powers and duties of the UA, requiring the University to implement the AMC and regularly review the AMC course content and quality of instruction to meet national standards for dual credit, enter into MOUs with participating school districts, and award student credit for course completion of AMC courses, which will be fully transferable within the UA system.

Fiscal Note

State of Alaska
2021 Legislative Session

Bill Version:	SB 32
Fiscal Note Number:	1
(S) Publish Date:	3/19/2021

Identifier: SB032-EED-SSA-1-18-21
Title: COLLEGE CREDIT FOR HIGH SCHOOL STUDENTS
Sponsor: STEVENS
Requester: Senate Education

Department: Department of Education and Early Development
Appropriation: Education Support and Administrative Services
Allocation: Student and School Achievement
OMB Component Number: 2796

Expenditures/Revenues

Note: Amounts do not include inflation unless otherwise noted below.

(Thousands of Dollars)

	FY2022 Appropriation Requested	Included in Governor's FY2022 Request	Out-Year Cost Estimates				
OPERATING EXPENDITURES	FY 2022	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Personal Services							
Travel							
Services							
Commodities							
Capital Outlay							
Grants & Benefits							
Miscellaneous							
Total Operating	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Fund Source (Operating Only)

None							
Total	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Positions

Full-time							
Part-time							
Temporary							

Change in Revenues

None							
Total	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Estimated SUPPLEMENTAL (FY2021) cost: 0.0 (separate supplemental appropriation required)

Estimated CAPITAL (FY2022) cost: 0.0 (separate capital appropriation required)

Does the bill create or modify a new fund or account? No
(Supplemental/Capital/New Fund - discuss reasons and fund source(s) in analysis section)

ASSOCIATED REGULATIONS

Does the bill direct, or will the bill result in, regulation changes adopted by your agency? No
If yes, by what date are the regulations to be adopted, amended or repealed?

Why this fiscal note differs from previous version/comments:

Not applicable; initial version.

Prepared By: Tamara Van Wyhe, Director
Division: Innovation and Education Excellence
Approved By: Lacey Sanders, Administrative Services Director
Agency: Office of Management and Budget

Phone: (907)269-4583
Date: 01/15/2021
Date: 01/22/21

REPORTED OUT OF
SFC 03/29/2021

FISCAL NOTE ANALYSIS

STATE OF ALASKA
2021 LEGISLATIVE SESSION**Analysis**

This bill establishes a middle college program at the University of Alaska (UA). Public school students who have completed grade 8 and have not graduated will be eligible to earn both high school and college credit for courses as allowed by UA. This bill also allows the public school to receive an average daily membership (ADM) for qualifying students to be used to cover UA tuition costs. Other fees, including books and transportation, are the responsibility of the student.

This bill amends the annual reporting requirements of the State Board of Education and Early Development to include data on the middle college program, and amends the general powers and duties of UA to allow for agreements with local school districts to carry out the middle college program.

There is no fiscal impact to the Department of Education and Early Development under this bill.

Fiscal Note

State of Alaska
2021 Legislative Session

Bill Version:	SB 32
Fiscal Note Number:	2
(S) Publish Date:	3/19/2021

Identifier: SB032-UA-SYSBRA-3-5-21
Title: COLLEGE CREDIT FOR HIGH SCHOOL STUDENTS
Sponsor: STEVENS
Requester: Education Committee

Department: University of Alaska
Appropriation: University of Alaska
Allocation: Statewide Services
OMB Component Number: 730

Expenditures/Revenues

Note: Amounts do not include inflation unless otherwise noted below.

(Thousands of Dollars)

	FY2022 Appropriation Requested	Included in Governor's FY2022 Request	Out-Year Cost Estimates				
OPERATING EXPENDITURES	FY 2022	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Personal Services							
Travel							
Services							
Commodities							
Capital Outlay							
Grants & Benefits							
Miscellaneous							
Total Operating	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Fund Source (Operating Only)

None							
Total	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Positions

Full-time							
Part-time							
Temporary							

Change in Revenues

None							
Total	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Estimated SUPPLEMENTAL (FY2021) cost: 0.0 (separate supplemental appropriation required)

Estimated CAPITAL (FY2022) cost: 0.0 (separate capital appropriation required)

Does the bill create or modify a new fund or account? No
(Supplemental/Capital/New Fund - discuss reasons and fund source(s) in analysis section)

ASSOCIATED REGULATIONS

Does the bill direct, or will the bill result in, regulation changes adopted by your agency? No
If yes, by what date are the regulations to be adopted, amended or repealed?

Why this fiscal note differs from previous version/comments:

No changes; initial version.

Prepared By: Chad Hutchison
Division: Government Relations
Approved By: Michelle Rizk
Agency: University of Alaska

Phone: (907)378-3946
Date: 03/05/2021 12:00 AM
Date: 03/05/21

REPORTED OUT OF
SFC 03/29/2021

FISCAL NOTE ANALYSIS

STATE OF ALASKA
2021 LEGISLATIVE SESSION

Analysis

This bill creates a new “Article 15 Middle College Program” within AS 14.30 establishing a program to allow eligible high school students to enroll in courses offered by University of Alaska (UA) and to earn both high school and college credit for each course satisfactorily completed. There is zero projected additional fiscal impact at this point in time.

The legislation also amends the general powers and duties of the university to authorize UA to enter into agreements with school districts for purposes of carrying out the program.

To be eligible for the new middle college program, established under AS 14.30.780, a student must be enrolled in public school, have completed 8th grade, have not been awarded a high school diploma, have demonstrated the academic ability to complete college level course work, and comply with other program requirements to be established by UA.

UA currently operates voluntary middle college programs in partnership with the Anchorage School District (Alaska Middle College School), the Mat-Su Borough School District (Mat-Su Middle College School) and beginning this fall, the Fairbanks North Star Borough School District (North Star College).

The university’s existing middle college programs are designed to be cost neutral to UA in that the tuition provided by the students through their school districts is sufficient to cover the university’s costs to run the program.

UAF’s eCampus Advantage program is already working with UAS and UAA to expand opportunities throughout the state. It’s anticipated that the participation agreements currently in use, can be adopted for new school districts without major modifications.



Early and Middle Colleges Offer High School Alternative

10/4/2019

By Marilyn Villalobos | Vol . 27, No. 37 | October 2019



Did You Know?

- Early and middle college students graduate high school at a rate of 93%, compared to the national rate of 78%.
- Students of color make up 77% and students from low-income families make up 57% of early and middle colleges.
- Nearly a quarter of middle and early college graduates earn a postsecondary credential along with their high school diploma.

Middle colleges and early colleges are alternative high schools located on college campuses. They expose students to the college culture while allowing them to earn a high school diploma and college credits. They were designed to help underserved students thrive in a nontraditional setting by providing more support, such as counseling, small classes and flexible schedules, than they would receive in a traditional high school setting.

Although the terms are often used interchangeably and both offer high school diplomas, early college high schools offer an established pathway for students to earn an associate degree, while middle colleges allow students to earn up to 60 college credits. Both programs provide rigorous coursework along with counseling, academic support, tutoring and other help for students from underserved populations, such as students from low-income families and those who are the first generation to attend college.

According to the Early College High School Initiative Impact study by the American Institutes for Research, “Early college students were significantly more likely to graduate from high school than comparison students, significantly more likely to enroll in college than comparison students and significantly more likely to earn a college degree than comparison students.”

The first middle college high school was established in 1974 at LaGuardia Community College in New York City. This model combined the last two years of high school with the first two years of college. Designed for students who would not otherwise succeed in a traditional high school setting, it provided students with intensive counseling, small classes, interdisciplinary curriculum and career guidance.

The Middle College National Consortium (MCNC) was created in 1993 as a professional development organization for secondary and postsecondary public-sector educators. MCNC provides technical assistance and support for both new and established middle college high schools as they implement education reforms and engage in professional activities designed to help underperforming students meet high academic standards. There are approximately 40 schools on college campuses across 16 states, including California, Colorado, Connecticut, Illinois, Louisiana, Maryland, Michigan, Nevada, New York, North Carolina, Ohio, Pennsylvania, South Carolina, Tennessee, Texas and Washington.

State Action

Some states have established policies to create early and middle colleges. California declared middle college high schools to be a highly effective collaborative effort between local school districts and community colleges. Its middle college initiative includes a curriculum that focuses on college and career preparation, a reduced adult-to-student ratio, flexible scheduling, and opportunities for experimental internships, work apprenticeships and community service.

Michigan defines early and middle colleges as structured programs that use the flexibility of several laws to provide a specific course of study resulting in earning 60 transferable college credits. They include section 388.1661b from the State School Aid Act of 1979, the Postsecondary Enrollment Options Act of 1996 and the Career and Technical Preparation Act of 2000. These credits can be used toward a four-year degree from a Michigan public university, advance certificate, associate degree from a community college or a professional certification. In addition, the Michigan Early Middle College Association (MEMCA) helps early middle colleges throughout the state by providing professional development and research, contributing to the literature on early middle colleges, and approving Michigan’s early college technical certificate. Michigan allocates \$8 million each fiscal year for career and technical education, early and middle colleges, and dual enrollment programs.

Texas has also taken steps to create middle and early colleges. Texas enacted the Middle College Education Pilot Program in 2003 for students at risk of dropping out of school or wishing to accelerate high school completion. Two years later, the Legislature enacted the Early College Education Program, which enables students to combine high school and college-level courses that allow them to earn up to 60 credit hours toward a bachelor's degree. SB 1146 also included articulation agreements with colleges, universities and technical schools to provide students with access to postsecondary educational training opportunities.

Other states have approached these policies in a different way. In 2018, Connecticut HB 5478 directed the Connecticut Employment and Training Commission to develop a statewide plan in collaboration with state colleges and universities, the Department of Education, and regional workforce development board. The goal is to implement, expand and improve middle and early college programs and Connecticut Early College Opportunities programs in order to provide education, training and job placement within industries and emerging sectors of the state's economy.

Federal Action

The Every Student Succeeds Act (ESSA), which reauthorizes the Elementary and Secondary Education Act, mentions early college high schools several times and acknowledges them as a key strategy for preparing students for college and careers. The law allows states and school districts to use federal funds to support the development and implementation of early college high schools.

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Early College Credit Linked to Success, Savings for Indiana Students

by [Tiffany Pennamon](#)

February 6, 2019

Recent data findings from the Indiana Commission for Higher Education (ICHE) underscore the academic and economic value of providing high school students with an opportunity to earn early college credit.

According to ICHE's findings, Indiana students who earned early college credit through Advanced Placement (AP) and dual credit courses are more likely to enroll directly in college, more likely to achieve early success in college and are more likely to graduate on time than their peers.

Moreover, early college credit attainment has played a role in efforts to close the state's achievement gap for low-income and minority students, while also having the potential to annually save Indiana \$62 million and its students a total of nearly \$69 million in tuition costs over the course of their postsecondary education.

"These positive results underscore our state's commitment to providing all students with dual credit opportunities in high school," said Indiana's Commissioner for Higher Education Teresa Lubbers. "From the postsecondary institutions who offer dual credit opportunities to state legislators who have worked hard to make these opportunities accessible, the data show that our statewide efforts are paying off for students and our state."

Over the last four years, the number of Indiana students enrolled in AP or dual credit courses rose to 62 percent, a 15 percentage point increase.

One of the biggest factors driving this increase in AP and dual credit course enrollment is collaboration between the commission and the state's high schools and postsecondary institutions to spread awareness about early college credit opportunities, Lubbers said, noting that spreading awareness is still a challenge, however.

In addition, "Indiana is unique in that we are one of the few states to require every high school to offer at least two dual credit courses," Lubbers said. "These opportunities are available for all students ... For the first time, we see students seeking out more dual credit opportunities because their older sibling, cousin or neighbor had such a good experience."

ICHE's data indicates several benefits for students who earn early college credit:

- Seventy percent of all dual credit earners and 87 percent of AP credit earners enroll directly in college after high school compared to the 44 percent of students with no pre-college credit. Ninety-three percent of students who earned both dual credit and AP credit enrolled directly;

- Forty-seven percent of Indiana's dual credit earners met benchmarks for early college success (no remediation, persistence to the second year and completion of all credits attempted). This is in contrast to the 26 percent of no pre-college credit students who achieved similar benchmarks;

- Dual credit earners require less remediation in college (10 percent) compared to students with no pre-college credit (27 percent). Similarly, dual credit earners are more likely to graduate on time – or earlier – depending on the number of early college credits earned;

- Black and Hispanic students who earn dual credit are more than twice as likely to graduate on time compared to minority peers with no dual credit;

- Since 2012, dual credit earning rates have increased by double digits for students from all racial, ethnic and socioeconomic backgrounds. Taking dual credit can save Indiana's low-income students an average of \$18.7 million over the course their postsecondary education, according to the commission.

Given the outcomes from earning early college credit, particularly for low-income and minority students, the commission will hone in on efforts to increase statewide dual credit participation and exposure to college coursework in high school in accord with a 2013 resolution to close the state's [achievement gap by 2025](#).

"We know that one-third of all dual credit earners are low-income students," Lubbers said. "This new data will be incredibly helpful as we continue to think strategically about how to encourage our low-income and minority students to take advantage of the opportunity to earn college credit in high school at no cost."

Currently, the state's 21st Century Scholars program – an early promise program that provides support for college and career success and up to four years of tuition to low-income high school students – is aiding in improving students' success and educational attainment rates in the state.

"By every measure, 21st Century Scholars are outpacing their low-income peers," Lubbers said, "and I believe the program is our key to ultimately closing the achievement gap."

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THE WALL STREET JOURNAL.

JOURNAL REPORTS: WEALTH MANAGEMENT

The Benefits of Starting College Early—in High School

Dual-enrollment programs are expanding to a younger and more diverse group of students

By Lisa Ward

Feb. 10, 2019 10:04 pm ET

Here's one way to help students complete college on time, and with less debt: start earlier. As a result, some educators and policy makers are making college-level courses available to more high-school students.

Traditionally, only the most academically gifted high-school students have taken college-level classes. But growing use of dual-credit courses—college-level classes taken in high school that offer both high-school and college credit—is making that opportunity more widely available. Even high-school students who might need extra help with difficult subjects like math can now take dual-credit classes in some states. Other courses are teaching job skills that give high-school students a better idea of the career path they may ultimately choose.

“Exposure to even one dual-credit course has a positive impact on student success,” says David Troutman, an associate vice chancellor at the University of Texas System. University of Texas students who took dual-credit courses in high school were three times as likely to graduate as students who didn't take college-credit courses in high school, according to a study by Dr.

Troutman published in August. Dual-credit students in the study also had higher first-, second- and third-year GPAs.

The state of Texas has seen an increase of around 1,100% in numbers of students taking dual-credit classes. From 2000 to 2017, the number of high-school students enrolled in dual-credit courses grew to 225,929 from 18,524, according to a report from the American Institutes for Research.

In Montana, some dual-credit classes are also seen as a way to eliminate the need for—and cost of—remedial classes in college. Since the launch of a pilot program in 2017, some high-school seniors in Helena with low ACT scores in math can now take an introductory college-level math class that reviews high-school concepts and incorporates essentials skills.

Greg Upham, a former assistant superintendent of public schools in Helena, implemented the pilot program and now hopes to introduce it in Billings, where he is superintendent of public schools. The free, full-year class includes tutorial support and meets the math requirement for non-STEM bachelors in humanities for the Montana University System.

Since 2012, high-school students in Tennessee with subpar results on their math ACT can take a college remediation math class during their senior year for free. While the course does not count for college credit, students who pass can take college-level algebra or an equivalent math course, like statistics, as early as second semester for dual credit. The number of students taking remedial math classes in community college in Tennessee fell to 11,658 in 2017 from 13,658 in

2011, says Victoria Harpool, assistant executive director for academic affairs, Tennessee Higher Education Commission.

In Iowa, meanwhile, where there are shortages of workers with technical skills, a statewide program is using dual-credit courses to attract more high-school students to technical careers. Kirkwood Regional Centers sponsors high-school classes in such fields as advanced manufacturing and engineering technology; architecture, construction and engineering; computer programming and web development and emergency management technology.

The program is free and the credits transfer to colleges and universities in the University of Iowa system. It also offers the students hands-on experience in projects ranging from building construction to high-tech laboratories where they can do automotive and manufacturing work.

“It’s a chance to get their hands dirty and get a jump start on a degree,” says Jon Weih, director of the Kirkwood Regional Center at the University of Iowa. During the 2017-2018 school year, 6,336 students from 40 high schools participated.

Some of the students forego college and get higher-paying jobs out of high school than they would have qualified for otherwise. For others, the courses help them get good jobs while they’re in college that help pay tuition bills.

Grace Gilbaugh, a 17-year-old from Coralville, Iowa, qualified as a certified nursing assistant during her junior year of high school. She worked in a nursing home last summer, earning more money for college than she might have as a waitress or in retail, she says. Now she is a high-school senior, taking an EMT-certification class and hopes to work as an EMT this summer before going to college.

Some educators are now trying to encourage even younger students to take classes that offer college credits. This model, called Early College High School, has been used for students from underprivileged backgrounds.

Two years ago, Tulsa Community College and Union Public Schools in Tulsa, Okla., started recruiting eighth-graders for a curriculum that would allow them to earn both a high-school diploma and an associate degree in four years. Some college-level English, math, science and government classes are taught, typically by college professors. Tests and quizzes are given less frequently than in high school, and students are encouraged to study and manage their time on their own, though additional help is available if needed.

Students who enroll in the free program graduate with the study habits and organizational skills they need to help them continue higher education and complete college, says Kirt Hartzler, superintendent of Union Public Schools.

“It’s not a problem getting students to enroll in college,” Dr. Hartzler says. “It’s a problem getting them to complete college.”

Ms. Ward is a writer in Mendham, N.J. She can be reached at reports@wsj.com.

Appeared in the February 11, 2019, print edition as 'Start College Early—in High School.'

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 transcribed 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 1st, annually, UAA and ASD will establish an agreed upon approach to placement testing and registration.

By May 1st, 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
 - 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. 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 ASD students enrolled in UAA 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 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.

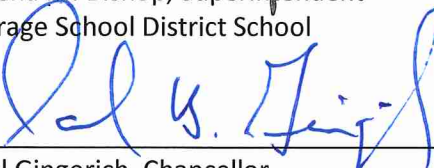
AUTHORIZED BY:



Dr. Deena M. Bishop, Superintendent
Anchorage School District School

7-28-17

Date



Samuel Gingerich, Chancellor
University of Alaska Anchorage

7/28/2017

Date

Annexes:

A – Fees and Payment Schedule

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

MEMORANDUM OF AGREEMENT (MOA) BETWEEN
UNIVERSITY OF ALASKA FAIRBANKS eCAMPUS AND

This Memorandum of Agreement (MOA) is being entered into by the University of Alaska Fairbanks eCampus (herein called UAF eCampus) and the _____ School District (herein called the School District Partner).

I. Purpose and Background

A. Purpose: The purpose of this MOA is to outline the roles and responsibilities of the UAF eCampus and the School District Partner with regard to dual enrollment of School District Partner students in UAF eCampus courses, with the ability to receive academic credit for the course(s) from each institution.

B. Relevant UAF eCampus policies applicable to dual enrollment:

1. Eligibility: Students will not be officially registered in UAF eCampus courses until all required forms are completed and submitted to UAF eCampus. Placement testing may be required before registration for certain UAF courses.
2. Calendar: Dual enrollment students are responsible for abiding by both the Partner School District calendar and the UAF calendar.
3. Tuition and fees: Tuition and fees must be paid before the UAF payment deadline or the student will be dropped from the course for non-payment. UAF does not mail bills or invoices to students, who will need to check their UAOnline account to ensure that account balances are paid. If a student officially drops a UAF eCampus course before the UAF add/drop deadline as set in the UAF calendar for that semester, the student will receive a full refund of tuition and fees.
4. Credits: UAF credit will not be awarded for a course that duplicates one for which UAF credit was already received.
5. Grades: All standard UAF grading policies and procedures apply as detailed in the UAF catalog. Including procedures for requesting academic review of a final course grade. Grades are a permanent part of the student's academic record at UAF and the final grade earned in the UAF eCampus course will be posted to the student's UAF transcript. Students officially dropping a UAF eCampus course before the UAF add/drop deadline per the UAF calendar will not have that course appear on the student's official UAF academic record. Students not dropping the course by that deadline will receive a grade of "W" from UAF if they officially withdraw before the last day for student-initiated withdrawals per the UAF calendar. Academic letter grades

(A-F) will be included in the student's UAF grade point average computation (GPA). Some UAF courses are graded pass/no pass (P/NP) rather than academic letter grades (A-F). For performance comparison only, a grade of "P" (pass) is considered equivalent to a grade of "C" or higher. Further information on UAF grading policies is available at <https://catalog.uaf.edu/academics-regulations/grading-system-gpa-computation/>

6. Transcripts: Students will not receive a paper copy of their UAF grades in the mail. Grades will be available via the student's account at UAOnline (uaonline.alaska.edu) shortly after the end of each semester. Students may access their unofficial transcripts through UAOnline free of charge. Requests for official transcripts of all UAF course work can be made through the student's UAOnline account, for which a transcript fee is charged and must be paid in advance.
7. UAF reserves the right to cancel courses or change its fees at any time.
8. Registration in UAF eCampus courses does not guarantee subsequent formal admission to a UAF certificate or degree program.

II. Period of Agreement.

- A. **Standard Term.** This agreement will become effective December 18, 2019 and end December 18, 2024 unless extended by the parties.
- B. **Extensions.** This MOU may be renewed for additional periods of up to five years if both parties agree in writing.
- C. **Early termination.** Either party for any reason may terminate this agreement at any time by giving the other party at least six (6) months advance written notice of the party's intent to terminate. In such event, both parties will cooperate towards the goal of avoiding detriment from such termination towards any dual enrollment students in good standing at that time.

III. Points of Contact for each party

- A. For UAF:
Owen Guthrie
Executive Director, UAF eCampus
obguthrie@alaska.edu
Office: 907-455-2069
PO Box 756700, Fairbanks, AK 99775-6700

- B. For School District Partner:

- C. Each party will notify the other of any change in the point of contact.

IV. Responsibilities/Implementation:

A. UAF Responsibilities:

1. To provide registration and advising services for students with questions about dual enrollment courses.
2. To make available a Family Educational Rights and Privacy Act (FERPA) release form for students wishing to allow access by a parent or guardian to that student's UAF educational records.
3. To make available to the School District Partner the "Secondary Student Parent/Guardian Authorization" form required as part of the student's first-time enrollment for a UA course, explaining student and parent responsibilities with respect to UA courses.
4. To meet with School District Partner personnel to provide an introduction and orientation to UAF eCampus courses and eCampus student support services, including course access, a calendar reflecting registration, eCampus course list, grading processes and deadlines, and final grades.
5. To provide current course syllabi to students and School District Partner detailing learning objectives, evaluation methods, and what the student should know and/or be able to do as a result of completing the course.
6. To provide test proctoring requirements to School District Partner and exam information when received from UAF faculty.
7. To work with School District Partner personnel to develop a list of pre-approved UAF eCampus courses for dual enrollment (where appropriate).

B. School District Partner Responsibilities:

1. To inform students, parents and necessary School District Partner personnel (faculty, counselors, administrative staff), and other secondary school districts and partnership institutions, about the UAF eCampus dual enrollment opportunities, student support services, and the registration process.
2. To work with UAF eCampus staff to develop a list of pre-approved courses for dual enrollment (where appropriate).
3. To share student success information (graduation rate, graduate success or career information, if known) in order to better serve and support future student success.
4. Feedback on requested courses and availability.
5. To advise students who participate in the program about procedures, expectations and meeting School District Partner graduation requirements.
6. To advise students of their eligibility and responsibility to become familiar with the policies and procedures associated with UAF eCampus courses.

7. To provide a proctored testing environment and a proctor for online courses for students.
8. To permit access to UAF's electronic learning resources using School District Partner equipment.

V. Other provisions

- A. FERPA: Each party will adhere to its own respective Family Educational Rights Protection Act (FERPA) policies in administering this agreement. The parties agree that for purposes of 34 CFR 99.34(b) a dual enrollment student is enrolled in both the School District Partner and in UAF eCampus, and accordingly the parties are to share with each other education records of a dual enrollment student for purposes related to administering this agreement. The parties recognize that FERPA applies differently in the secondary school context than in the post-secondary context, due in part to the definition of "eligible student" in 34 CFR 99.3, and as a result the School District Partner is able to provide information to the student's parents in situations where UAF eCampus might need to seek the student's authorization to do so.
- B. Financial responsibility for UAF eCampus charges: The parties recognize the differences inherent in the fact that public secondary schools are generally tasked with providing education to their students without charge, while colleges generally charge tuition for enrollment. The parties agree that, except as may be otherwise agreed to in writing between the parties, School District Partner does not accept any financial responsibility for payment of tuition, fees, and related charges for dual enrollment students to take UAF eCampus courses. School District Partner understands that UAF eCampus may require a dual enrollment student's parent(s)/guardians to enter into contractual obligations concerning student tuition, fees, and related charges. The fact that School District Partner may provide assistance to students and parents to facilitate enrollment in UA courses, including obtaining and/or submitting parental financial responsibility paperwork from parents and/or guardians where needed, will not obligate School District Partner to accept payments or otherwise take action that might lead to any financial undertaking to pay such tuition/fees/other charges itself.
- C. Nondiscrimination:
 1. Generally: The University of Alaska is an affirmative action/equal opportunity employer and educational institution. The University of Alaska does not discriminate on the basis of race, religion, color, national origin, citizenship, age, sex, physical or mental disability, status as a protected veteran, marital status, changes in marital status, pregnancy, childbirth or related medical conditions, parenthood, sexual orientation, gender identity, political affiliation or belief, genetic information, or other legally protected status. The University's commitment to nondiscrimination, including against sex discrimination, applies to students, employees, and applicants for admission and employment. Contact information, applicable laws, and complaint procedures are included on UA's statement of nondiscrimination available at www.alaska.edu/nondiscrimination. UAF eCampus and School District Partner shall each abide by its respective nondiscrimination principles in the administration of this

agreement, and neither institution shall impose criteria which would violate the principles of non-discrimination.

2. Students Experiencing Disabilities: The parties recognize that their respective responsibilities differ in certain respects under applicable disability rights laws, including but not limited to the Americans with Disabilities Act (ADA), section 504 of the Rehabilitation Act of 1973, and the Individuals With Disabilities Education Act (IDEA), which does not apply to post-secondary educational institutions. Each party will apply its own respective policies with respect to students experiencing disabilities. UAF eCampus will take responsibility for insuring that UAF eCampus courses are delivered in formats consistent with reasonably available assistive technology; in working with UAF's office of Disability Student Services to consider student requests for academic adjustments; and in notifying the School District Partner as well as the student if a particular academic adjustment cannot be provided either because it would result in an undue financial or administrative burden, or because the requested adjustment would fundamentally alter the nature of the course. The parties will cooperate in addressing particular situations, toward their mutual goal of insuring that neither discriminates against students experiencing disabilities.

D. Modification: This agreement may be modified at any time upon written approval of the parties.

Signatures:

Owen Guthrie
Executive Director
University of Alaska Fairbanks eCampus

Alexandra Fitts
Vice Provost & Accreditation Liaison Officer
University of Alaska Fairbanks

Anupma Prakash
Provost and Executive Vice Chancellor
University of Alaska Fairbanks

For School District Partner	Date
[Name]	
[Position]	

**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