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4/15/14

## MEMORANDUM of UNDERSTANDING

### Kalamazoo County Early Middle College Program

#### Memorandum of Understanding between Kalamazoo RESA and Kalamazoo Valley Community College

This program is designed and delivered through a collaborative partnership between Kalamazoo RESA, representing participating Kalamazoo County school districts (hereinafter the "School District/KRESA"), and Kalamazoo Valley Community College (hereinafter "KVCC").

The Kalamazoo County Early Middle College program prepares high school students for successful career and educational futures through a full integration of high school, KVCC, and world-work experiences. In researching this educational model, studies have shown that Early Middle Colleges improve academic performance, self-concept, and increase high school and college/university completion rates.

The Kalamazoo County Early Middle College Program (hereinafter the "EMC") is a program for high school students to earn college credits by completing course work at their home high schools, at career and technical education programs (Education for Employment and Education for the Arts), on the Kalamazoo Valley Community College campuses, and through on-line learning environments. The goal of the EMC is to support all students, parents, citizens and the region by providing an innovative and efficient educational program for accelerated learning that reduces the time and expense of education beyond high school.

The School District/KRESA and KVCC are Equal Opportunity institutions and comply with all applicable laws, including Title IX of the Education Amendments of 1972 and the Rehabilitation Act of 1973, which prohibit discrimination in employment, educational programs or admissions on the basis of age, sex, color, race, national origin, handicap or other prohibited matters.

**NOW THEREFORE**, the parties to this Memorandum of Understanding (hereinafter "MOU") mutually agree as follows:

- 1. GOVERNANCE:** The EMC established under this agreement will be governed by KRESA through collaboration with the participating school districts, and subject to district, state, and federal policies and requirements. The EMC Program Administrator will report to the KRESA Superintendent as well as the county Superintendents.
- 2. PROVISION OF COURSES:** KVCC will give credit to eligible and enrolled students upon the successful completion of courses for which Programs of Studies have been evaluated and approved utilizing various delivery models (see Attachment A). Courses shall be implemented and monitored in accordance with appropriate policies and procedures for high school-based college credit courses. KVCC will report in the Student Transcript and Academic Record Repository (STARR) enrollment database system.
- 3. COURSE/INSTRUCTIONAL COMPLIANCE:** KVCC is responsible for assigning faculty teaching in the discipline, overseeing KVCC course selection, and implementation in the high schools to ensure that course goals and standards are understood, that course guidelines are followed, and that the same standards of expectation, competency, assessment and faculty

evaluation are applied in all venues where KVCC offers courses. KVCC will monitor the quality of instruction in order to assure compliance with the standards established by KVCC, the State, the Higher Learning Commission a Commission of the North Central Association, and the School District/KRESA.

4. **DUAL ENROLLMENT INSTRUCTORS:** Instructors must meet KVCC's faculty credential requirements as set forth in KVCC's Academic Policies and Procedures Manual. Instructors that wish to teach KVCC courses for credit must possess the requisite qualifications in their subject area, including the appropriate graduate degree as well as such teaching credentials, experience, documentation and approvals as required by KVCC.
5. **ARTICULATION INSTRUCTORS:** Instructors (Education for Employment and Education for the Arts) in articulated programs must meet with KVCC faculty to ensure alignment of curriculum for approved KVCC courses.
6. **FACILITIES:** Courses will be conducted at facilities provided by the School District/KRESA, at the campuses of KVCC, or at other approved venues. High school students and instructors of dual enrollment courses will have access to instructional and non-instructional resources available on the campuses of KVCC. Students and instructors of dual enrollment courses will receive a KVCC identification card.
7. **TUITION AND FEES:** Tuition and fees will be paid in accordance with established guidelines. The School District/KRESA will be responsible for arranging payment of tuition and mandatory fees.
8. **BOOKS AND SUPPLEMENTAL MATERIALS:** KVCC approved textbooks, syllabi, supplemental materials, and course outlines, shall apply to the courses and all students in the courses, when offered under the provisions of this agreement. All textbook and supplemental materials required for classes, as determined by KVCC and its faculty, will be the responsibility of the student and/or the School District/KRESA.
9. **ENROLLMENT:** The School District/KRESA and KVCC will establish an enrollment process for all students who are qualified and wish to enroll in academic dual credit college courses. All EMC students will at a minimum participate in an Academic Skills Assessment (COMPASS) and/or ACT prior to enrollment.
10. **INSTRUCTIONAL CALENDAR:** For KVCC courses taken for credit in the high school and taught by a KVCC endorsed high school instructor, the instructional calendar to be used is that of the School District/KRESA. For KVCC courses taken for credit on KVCC or high school campuses by a KVCC instructor, the KVCC instructional calendar is to be used.
11. **STUDENT CONFIDENTIALITY AND RECORDS:** All rules regarding the records of students taking courses for credit under this agreement shall comply with the current KVCC policies. In addition, in order to comply with the Family Educational Rights and Privacy Act (FERPA), all students enrolled in the EMC must complete a FERPA waiver from KVCC in order to allow the school district and parents/guardians access to students' work.

12. **CONDUCT:** EMC students are required to adhere to KVCC regulations regarding behavioral, facilities and equipment usage and KVCC and School District/KRESA codes of conduct, subject to appropriate action taken by the School District/KRESA and KVCC.
13. **SAFETY:** If any high school student, instructor, or administrator should experience an accident or sudden illness while on the premises of KVCC, the response to such incidents will be based upon the KVCC operating regulations, guidelines, and procedures.
14. **INDEMNIFICATION OF KVCC:** To the extent authorized by law, in consideration of the performance by both parties of this agreement, each party does hereby agree to indemnify and hold harmless all agents, servants, and employees of the other party from and against any and all claims, debts, from (1) claimed or actual defects in premises owned or controlled by the other party and used in the performance of this agreement; or (2) any acts or omissions of the other party, its agents, servants, or employees, in the performance of this MOU.
15. **RENEWAL AND TERMINATION OF AGREEMENT:** This MOU may be amended by mutual written agreement of both parties. This MOU will be in force for one (1) year following signing and is renewable based on the consent of the signatory parties. KVCC and School District/KRESA reserve the right to terminate this MOU upon service of written notice to the other party. After notification, a one (1) year period of participation and operation of the programs shall be continued to allow for an orderly transition at KVCC and the School District/KRESA. Should expiration of a one (1) year time period fall during the course of the academic year, the agreement shall be extended to the end of the current academic year.

16. **APPROVALS:** Signed this 14<sup>th</sup> day of April 2014

KALAMAZOO VALLEY COMMUNITY COLLEGE

*Michelle A. Beitch*

SCHOOL DISTRICT/KRESA

*Don [Signature]*