MEMORANDUM OF AGREEMENT

Between

University of Alaska Anchorage

and

Nome Public Schools

ANSEP Acceleration Academy (Nome)

PURPOSE:

The purpose of this Memorandum of Agreement (MOA or Agreement) between the University of Alaska Anchorage (UAA) and the Nome Public Schools (NPS) is to establish the framework for a collaborative effort to establish an Alaska Native Science & Engineering Program (ANSEP) Acceleration Academy option for NPS students at the UAF Northwest Campus (Northwest) and to establish general administrative procedures for the conduct and delivery of this opportunity. When discussed together, UAA and the NPS will be referred to as the Parties.

UAA's ANSEP Acceleration Academy (Nome) opportunity provides students with a secondary school option to complete their high school diploma grades 8-12 on a college campus, with a curriculum providing the opportunity to take college classes through UAF and UAA 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 ANSEP Acceleration Academy 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 UAF courses taught by UAF faculty or adjunct faculty. NPS teaching staff may partner with UAF Northwest Campus and become adjunct faculty, in which case they would be eligible to teach courses for the Acceleration Academy (Nome) site. When UAF courses are unavailable or existing UAF course schedules conflict with other academic commitments, UAA courses will also be offered.

Students enrolled in the college-level courses must be admitted to UAF as Secondary Students and are

held to the same standards as other students taking courses at UAF.

ANSEP is responsible for student expectations and behavior including that students adhere to University of Alaska, ANSEP and Nome Public Schools behavior policies, guidelines, and expectations. ANSEP will coordinate with Nome Public Schools to respond to student behaviors that violate Nome Public School policies.

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

STUDENTS:

NPS students attending the ANSEP ACCELERATION ACADEMY will comply with both the school district and UAF policies, regulations, procedures, and deadlines. If UAF policies and procedures directly conflict with NPS district policies and procedures regarding concurrent enrollment courses, NPS will communicate such conflict to ANSEP and UAF and the parties shall make all reasonable efforts to resolve such conflict.

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 will be held to the standards of achievement and grading standards as those expected of other students in UAF courses.

Enrollment in ANSEP ACCELERATION ACADEMY 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. The term "college-ready" for ANSEP ACCELERATION ACADEMY students shall be defined as placement into MATH 105 and/or placement into WRTG 111. Students will be enrolled in high school courses during the first semester or until college-ready and enroll in UAF courses in subsequent terms. Students who are college-ready upon entry into the ANSEP ACCELERATION ACADEMY will enroll in college courses immediately. ANSEP ACCELERATION ACADEMY students will receive dual credit for the UAF courses that fulfill their high school graduation requirements, and grades are transcripted both with the local school district and at UAF.

TUITION, FEES, AND ADMINISTRATIVE COSTS:

ANSEP will pay for all tuition and fees using a combination of internal funds and external contributions from ANSEP partner organizations and other funding sources.

BOOKS AND MATERIALS:

ANSEP will pay for all books and materials using a combination of internal funds and external contributions from ANSEP partner organizations and other funding sources.

PROGRAM IMPLEMENTATION:

By May 1, ANSEP and NPS will establish an agreed-upon approach to placement testing and registration.

By May 11, ANSEP and NPS will establish an agreed-upon approach to sharing grades during the semester and for final grade reporting that is consistent with FERPA regulations.

ANSEP and NPS agree to address any issues or problems that arise cooperatively.

EVALUATION OF THE PROGRAM:

UAA-ANSEP and NPS will collaborate to share student data regarding students' participating under this MOA in accordance with FERPA and other applicable laws and regulations. Such data may include but is not limited to:

- Secondary Student Graduate list by semester
- ANSEP ACCELERATION ACADEMY enrollment reports by semester (to cross-reference enrollment list with UAF's list)
- o Demographics
 - ethnicity
 - gender
 - Socioeconomic status (free or reduced lunch recipients)
 - ELL
 - IEP
 - CIT/Homeless
- o Transcripts
- Student feedback survey
- Students returning to home high school instead of completing program & high school diploma achievement

UAA-ANSEP and NPS will develop and implement an evaluation process for the ANSEP ACCELERATION ACADEMY, 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; admission to four-year institutions;

Data will be used for continuous improvement of the ANSEP ACCELERATION ACADEMY. Data related to academic progress tracking is collected and assessed each semester to determine each student's academic standing and ability to continue participation in ANSEP ACCELERATION ACADEMY. Data can be shared with any partner who requests data on their students. Data includes, but is not limited to course completion rates, college credits earned, GPA, etc.

ROLE AND RESPONSIBILITIES:

All parties agree to provide the other with at least ten days' notice prior to developing or producing program-related recruitment/marketing materials, including videos when the name or brand of the other party is used. All parties expend resources to promote, support, and protect their name and brand and agree to work together when the name or brand of the other party is used for recruitment/marketing materials. All parties shall be provided with reasonable time to review and provide comments on recruitment/marketing materials that include the name or brand of the other party prior to the release of the recruitment/marketing materials. No party may use another's name or brand without the other party's written approval.

The Parties may alter or consider altering this section's financial and/or administrative terms upon mutual agreement and at least 30 days advance notice, but no later than July 1, 2025, and as needed after that.

ANSEP shall be consulted and included in any discussions or meetings pertaining to changes or revisions to the agreement.

NPS will:

- 1. Provide certified high school teachers, administrative personnel responsible for fulfillment of school principal/administrator functions, and administrative support for student-related needs.
- Recruit and provide timely information that is vetted by ANSEP about the ANSEP ACCELERATION ACADEMY to students, parents, and NPS 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 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.
- 4. Issue NPS progress information and grade reports.
- 5. Post earned credits to NPS transcript.
- 6. Issue NPS high school diploma from ANSEP ACCELERATION ACADEMY, where the student has completed the necessary coursework to qualify for a high school diploma. Students will participate in the ANSEP ACCELERATION ACADEMY graduation and may participate in their boundary high school graduation by agreeing to follow all NPS protocols for comprehensive high school graduation ceremonies.
- 7. Facilitate and support use of NPS data system.
- 8. Administer state required assessments for high school students.
- 9. Provide IEP/504 Plan services to eligible students.
- 10. Provide student access to NPS student activities through boundary school and the Nome-Beltz Middle High School.

11. Review the budget annually for opportunities to increase the number of NPS-supported students.

UAA-ANSEP will:

- 1. Provide the necessary administrative and support staff to ensure fulfillment of the terms of this MOA.
- 2. Provide and administer an application and selection process for ANSEP ACCELERATION ACADEMY, which includes a determination of academic and non-academic student readiness for participation in the ANSEP ACCELERATION ACADEMY.
- Conduct ANSEP ACCELERATION ACADEMY student and parent orientation before 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 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 UAF Student Services;
- h. Student rights and responsibilities and UAF Judicial Process.
- i. Title IX and Violence Against Women Reauthorization Act
- 4. Facilitate registration of ANSEP ACCELERATION ACADEMY students into UAF courses. New and continuing ANSEP ACCELERATION ACADEMY students must meet all course prerequisites. All efforts will be made to enroll ANSEP ACCELERATION ACADEMY students in day course sessions for MATH 105 and WRTG 111.
- 5. Have an annual evaluation process for the ANSEP ACCELERATION ACADEMY.
- 6. Report daily student attendance to NPS. NPS is responsible for determining if any absences rise to the level of truancy and reporting truancy according to NPS policy.
- 7. Provide separate internet access that will be the responsibility of ANSEP to maintain and cover the costs; said internet access will only be accessed by ANSEP students and staff and will comply with all CIPA and FERPA mandated protections.
- 8. ANSEP will provide a negotiated annual lease payment to NPS for the use of any NPS facility space. For the first year, the lease rate will be \$3.09 per square foot per month for 1,052 square feet. The anticipated lease term for year one is from August 15, 2025, through May 31, 2026. Final lease dates will be confirmed in the fall of 2025, and the full annual lease payment will be due no later than December 31, 2025.

TERMS OF AGREEMENT:

1. <u>FERPA and Privacy</u>: 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. <u>Reporting</u>: The Parties will develop methods of evaluating student and program success and sharing data required to do this.
- 3. <u>Term:</u> The terms of this Agreement are July 1, 2025 through June 30, 2028.
- 4. <u>Termination</u>: Either party may terminate this Agreement at any time by providing thirty (30) days written notice of termination. If classes have begun, any NPS students enrolled in UAF classes at the time of termination shall be permitted to complete the course in which they are enrolled.
- 5. <u>Choice of Law/Venue</u>: This Agreement shall be governed by and interpreted under Alaska law. Venue for any disputes arising out of this agreement shall be in the Superior Court for the State of Alaska, Third Judicial District of Anchorage.
- 6. <u>Modification</u>: This Agreement may be modified only in writing signed by both Parties.
- 7. <u>Entire Agreement:</u> 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. <u>Relationship Between the Parties</u>: Nothing in this MOA shall create an employer/employee relationship between the employees of NPS and UAA.
- 9. <u>Indemnity</u>: 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. <u>Title IX and Minor Protection</u>: 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. NPS 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 that would violate the principles of non-discrimination.
- 11. <u>Clery Act Compliance:</u> UAA and UAF and their employees will collaborate to comply with Clery Act. The UAA Dean of Students Office will administer Clery Act compliance and will coordinate with NPS officials.

Matthew Calhoun, Executive Director Alaska Native Science & Engineering Program University of Alaska Anchorage

Denise Runge, Provost & Executive Vice Chancellor University of Alaska Anchorage

Jamie Burgess, Superintendent Nome Public Schools Date

Date

Date