

**School District Partnership Agreement
Between
Junior College District of Metropolitan Kansas City, Missouri
And**

Platte County School District

**For Early College Academy, Dual Credit and Dual Enrollment, College Placement Testing
and Data Sharing**

This Partnership Agreement ("Agreement") is entered into by and between the Junior College District of Metropolitan Kansas City, Missouri a/k/a Metropolitan Community College ("MCC"), a public community college district and political subdivision of the state of Missouri, whose main office address is 3200 Broadway, Kansas City, Missouri 64111 and Platte County School District ("School"), a public school district and political subdivision of the state of Missouri, whose main office address is 998 Platte Falls Road, Platte City, Missouri 64079, (collectively herein "Parties" or individually "Party").

RECITALS

Whereas, MCC and School desire and agree to partner to offer early college courses and/or programs as part of an Early College Academy, dual credit, dual enrollment, college placement testing, and share student data;

Whereas, the purpose of this Agreement is to describe the entire relationship between the Parties, including without limitation the general obligations and responsibilities options and benefits each Party may receive;

Whereas, if the Parties have entered into such similar partnerships, herein the Parties wish to restate their responsibilities and obligations;

Whereas, the Parties find that it is within their mission and purpose to enter into such a partnership;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MCC and School, intending to be legally bound, agree as follows:

TERMS AND CONDITIONS

1. Scope of Agreement. The Parties shall partner, where applicable, to provide (i) Academy courses and/or programs as described in *Exhibit A - Early College Academy*, (ii) Dual Credit as described in *Exhibit B - Dual Credit*, (iii) Dual Enrollment as described in *Exhibit C-Dual Enrollment*; (iv) College Placement Testing as described in *Exhibit D - College Placement Testing* and (v) data sharing between the Parties as described in *Exhibit E - Data Sharing*, all of the foregoing Exhibits are attached hereto and incorporated herein.

2. Term and Termination. The period of this Agreement shall be from July 1, 2023, through June 30, 2024 ("Term"), and shall automatically renew for three (3) one-year terms unless earlier terminated. Either Party may terminate this Agreement with or without cause upon ninety (90) days prior written notice to the other Party. In the event of such termination, unless otherwise agreed by the Parties, the date of termination shall be the last day of the current semester or year of the then current term.

3. Principles for Partnership. In furtherance of the objectives of this partnership, where applicable, the Parties acknowledge the following principles of the partnership:

- i. Establishment of a full and equal partnership between MCC and School that allows a flexible and creative response to the organizational, mission, and fiscal needs of both institutions;
- ii. Collaboration in planning, implementation, and continuous improvement of programs, including the provision for faculty/staff/and administration, curriculum development, training, and student services;
- iii. Students must be college ready to qualify for courses and programs;
- iv. Inclusion of personal/civic development programs that provide service learning and other external learning experiences for all students;
- v. Financial collaboration that addresses costs of both Parties and assists each in obtaining necessary funds from local, state, federal, and private/foundation sources to operate the programs successfully and at a cost-neutral basis for both Parties;
- vi. Shared use of facilities, including designated classrooms, labs, offices, restrooms and libraries that reduce the operating cost and promotes collaboration of students, faculty, staff, and community members in the program success; and
- vii. Selection of students that reflects the diversity of the greater Kansas City, Missouri Metropolitan area.

4. Commitments. Covered under this Agreement, where applicable, include Early College Academy, Dual Credit, and Dual Enrollment, College Placement Testing and Data Sharing, which are more specifically set out in the applicable Exhibits attached to the Agreement and incorporated by reference. The Parties commit to:

- i. Collaborate in the design and execution of challenging and innovative instructional Programs;
- ii. Comply with all applicable guidelines, standards and requirements in the offering of the Programs, including but not limited to regulations promulgated by the Missouri Department of Elementary and Secondary Education (DESE), Missouri Department of Higher Education (MDHE), Coordinating Board for Higher Education (CBHE) and the Higher Learning Commission (HLC);
- iii. Schedule classes in support of the Programs;
- iv. Recruit eligible students;
- v. Evaluate the Programs and share students' data in order to track and evaluate students' and Programs' successes; and
- vi. Market the partnership.

5. Understanding of the Parties. Nothing in this Agreement is to be construed as transferring responsibility from one Party to the other.

5.1. Each Party will comply with all state and federal laws applicable to this Agreement, including but not limited to the Family Educational Rights and Privacy Act (FERPA), Title VI of the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended; and applicable MCC and School policies and procedures.

5.2. In accordance with the Family Educational Rights and Privacy Act (FERPA), MCC and School will protect School students' privacy and guard against the unauthorized release of identifying student information and records, and comply with all applicable requirements of FERPA.

5.3. Subject to the applicable laws and to the policies and/or regulations of the respective organizations, information, data and reports of cooperative activities carried out under this Agreement may be released by any of the Parties with the consent of the other Party or as otherwise may be required by conditions and circumstances in connection with the Programs or as required by law.

5.4. In the event that a student engages in conduct that would result in disciplinary action against a student on MCC's campuses, MCC agrees to inform School of the conduct prior to the finalization of any MCC disciplinary action against the student. However, MCC shall further have the right to demand immediate removal of any student from its premises, upon a determination by the administrator in charge that the student poses an immediate threat to the safety of MCC's enrolled students, clients, faculty, staff, and patrons or to the orderly functioning of the MCC.

5.5. Both Parties understand the safety and security risks inherent with minors and agree that certain risks may be unforeseeable. Further, the Parties agree that the public safety departments from both MCC and School will collaborate to develop and/or review safety and security standards and/or guidelines, including emergency response, within thirty (30) days of both Parties executing the Agreement.

6. Insurance. The Parties shall obtain and maintain in force for the duration of this Agreement and any extensions thereof, at their sole expense, all types and limits of insurance in no less than minimum amounts than are required by state and federal law, including but not limited to general liability, workers' compensation, unemployment insurance and automobile liability insurance. The parties will supply evidence of such insurance to the other party upon request. Any insurance purchased and provided by the Parties is not intended to act as a waiver, nor is it a waiver of any defense available to the Parties and its employees, by statute, constitutionally provision or amendment, at common law or otherwise.

7. INDEMNIFICATION. TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF MISSOURI, PARTIES AGREES TO INDEMNIFY, RELEASE, AND HOLD EACH PARTIES'S TRUSTEES, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND LIABILITIES (as used herein shall be referred to as "claim") OF ANY TYPE OR ANY NATURE WHATSOEVER (INCLUDING COSTS AND REASONABLE LEGAL AND EXPERT FEES) FOR DAMAGE TO, LOSS OF, OR DESTRUCTION OF ANY TANGIBLE PROPERTY OR BODILY INJURY OR DEATH TO ANY PERSON, ARISING FROM, IN CONNECTION WITH,

OR ANY WAY INCIDENT TO THIS AGREEMENT, TO THE EXTENT FINALLY DETERMINED TO HAVE BEEN CAUSED BY EACH PARTY AND ITS PERSONNEL IN PERFORMANCE OF THE SERVICES. IN NO EVENT DO ANY OF THE OBLIGATIONS CONTEMPLATED IN THIS AGREEMENT WAIVE EITHER PARTY'S RIGHT TO SOVEREIGN IMMUNITY UNDER LAW. THE PARTIES EACH EXPRESSLY RETAIN ALL IMMUNITY DEFENSES AVAILABLE TO THEM.

8. No Personal Liability. Nothing in this Agreement may be construed as creating any personal liability on the part of any officer, director, employee or agent of a Party, and the Parties expressly agree that the execution of this Agreement does not create any personal liability on the part of any officer, director, employee or agent of a Party. The Parties shall be responsible for their own acts of negligence. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a Party to this Agreement. No provisions shall be deemed a waiver of any defenses available by law, including, but not limited to, governmental immunity.

9. Criminal History Background Check Requirements. Pursuant to RSMo, 168.133, School District hereby certifies, where applicable, that all employees and contractors who are hired by a Party on or after January 1, 2005, and who have continuing duties related to the Agreement; and have or will have direct contact with students, have successfully undergone a criminal background check and a check of the family care safety registry and who have received clearance on the checks within one prior year of employment shall be considered to have completed the background check requirement.

10. Records Retention and Audits.

10.1. The Parties shall comply with all applicable laws regarding records including but not limited to, the Family Educational and Privacy Rights Act ("FERPA"), the Missouri Sunshine Laws, and the Missouri Records Retention laws ("RR laws").

10.2. All records and reports generated, prepared, assembled, or maintained by School in relation to this Agreement shall be available for review, inspection, and audit by MCC and its auditors. Copies will be made available upon request and in conformity with FERPA and the RR laws.

10.3. School understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Missouri State Auditor's Office, or any successor agency (collectively, "Auditor") to conduct and audit or investigation in connection with any state funds distributed in furtherance of this Agreement. School agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested.

11. Confidential and Proprietary Information. As used herein, "confidential information" will mean any ideas, strategies, plans, purposes, and/or agendas of a Party, and educational and/or other confidential information related to students ("Information"). Both during the term of this Agreement and thereafter, the Parties covenant and agree (i) to hold such information in trust and confidence and to exercise diligence in protecting and safeguarding such information, as well as any other information protected from public disclosure by federal or state law or by the policies or procedures of the Parties, (ii) that each Party will not knowingly use the Information, directly or indirectly, for its own benefit, or for the benefit of another, but instead will use such information only for the purposes contemplated hereunder, (iii) that each Party will not disclose any confidential information to any third party, except as may be required in the course

of performing such Party's obligations under this Agreement or by law, (iv) that access to the education records of any student shall be in compliance with the Family Educational Rights and Privacy Act, and (v) that each Party not be deemed a spokesperson for the other Party in any manner for the purpose of disseminating any information hereunder, excepting such information that is related to the Purpose and content and format for dissemination of such information is mutually agreed to by the parties. The foregoing requirement shall not apply to any portion of a Party's Information which (a) becomes publicly known through no wrongful act or omission on the part of the receiving Party, (b) is already known to the receiving Party at the time of the disclosure without similar nondisclosure obligations; (c) is rightfully received by the receiving Party from a third party without similar nondisclosure obligations; (d) is approved for release by written authorization of the disclosing Party, (e) is clearly demonstrated by the receiving Party to have been independently developed by the receiving Party without access to the disclosing Party's Information; or (f) is required to be disclosed by order of a court or governmental body or by applicable law provided that the Party intending to make such a required disclosure shall promptly notify the other Party of such intended disclosure in order to allow such Party seek protective order or other remedy.

12. Debarment and Suspension. Each Party certifies that it is not presently debarred, suspended for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.

13. Relationship of the Parties. It is understood and agreed that each Party is a separate legal entity from the other Party and neither Party or nor any of its employees, volunteers, or agents contracted by it shall be deemed for any purposes to be employees or agents of the other Party. Each Party and its contractors assume full responsibility for the actions of their personnel and volunteers while performing any services incident to this Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, disability benefits and like requirements and obligations. Nothing in this Agreement shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any Party to this Agreement.

14. Notices. All communications relating to this Agreement shall be in writing and may be (i) hand delivered, (ii) sent by overnight courier, (iii) shall be deemed received within five (5) business days after mailing if sent by registered or certified mail, return receipt requested, or (iv) upon confirmation of receipt when sent by electronic mail to the parties at the addresses written below.

Notices to MCC shall be sent to:

Attn: Chancellor
Metropolitan Community College
3200 Broadway
Kansas City, Missouri 64111

Notices to School shall be sent to:

Attn: _____

Any Party may designate a different address by giving the other Party ten (10) days prior written notice in the manner provided above.

15. No Waiver of Immunity. Neither MCC nor School waives or relinquishes any immunity of defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions or obligations described herein including, but not limited to, all immunities recognized by law, sovereign immunity or governmental immunity.

16. Compliance with Laws and Board Policies. MCC shall adhere to all of School's rules, regulations, policies, and procedures when engaged in the program or related activities described in the Agreement, including but not limited to, Board of Education Policies and Regulations, FERPA, Section 504 of the Rehabilitation Act of 1973, the Individuals with Disabilities Act, and all civil rights laws.

17. Authorization of Agreement. Each Party represents and warrants to the other that the execution of this Agreement has been duly authorized, and that this Agreement constitutes a valid and enforceable obligation of such Party according to its terms.

18. No Waiver of Breach. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

19. No Assignment. No assignment of this Agreement or of any duty or obligation or performance hereunder shall be made in whole or in part by either Party without the prior written consent of the other Party.

20. Severability. If any term or provision of this Agreement is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of the Agreement. The remainder of the provisions of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.

21. Governing Law; Venue. Parties agree that this Agreement will be construed by the laws of the State of Missouri (exclusive of its conflict of laws provision), and venue for purposes of claims, or litigation shall be Jackson County, Missouri.

22. Force Majeure. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by cause beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term "Force Majeure" shall include, without limitations, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

23. Section Headings. The headings of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.

24. Complete Understanding. This Agreement shall constitute the complete understanding of MCC and School, and may not be modified in any manner without the express written consent of both Parties and supersedes any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the Parties of the Agreement.

25. Execution. By signing the Agreement, both Parties affirm that there is no personal or financial conflict of interest between its employees and contractors or their families and the institution. This Agreement is executed in counterparts, each of which shall have the full force and effect of an original Agreement, and each of which shall constitute but one and the same instrument.

MCC and School have executed and delivered this Agreement to be effective as of the Effective Date.

**Junior College District of Metropolitan
Kansas City, Missouri**

School:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A - Early College Academy

Academy provides School's students a "seamless" pathway from high school to college and career exploration. It also allows high school students to gradually integrate into college course work through a traditional high school degree plan. This integration requires dual enrollment, with students demonstrating mastery of the knowledge and skills on an MCC designated placement test. Upon successful completion of School's standards for graduation, students may elect to leave Academy for higher education, or they may choose to remain for an additional year. During this additional year, the student will be enrolled primarily in college credit-bearing courses. Individualized support will be provided by the Academy. Students who graduate from Academy and/or successfully complete individual MCC credit courses at the end of this additional year will have not only a high school diploma, but also may have accumulated an Associate in Arts Degree (A.A.) in one additional year of full-time enrollment at MCC, putting them on track to transfer to any of the public higher educational institutions in Missouri using the CORE 42-hour block program, pursuant to Missouri Higher Education Core Curriculum Transfer Act, RSMo 178.785-789.

1. Early College Academy. All references to the Early College Academy shall mean any structured program between MCC and the School District that allows high school students to earn a college credential, this includes but is not limited to MCC's Collegiate Academies or Early College Programs (Early College Academy).

2. Degrees and Certificates. Associates degrees in Arts (A.A.), Associates degrees in Science, (A.S.), Associate of Applied Science (A.A.S.), and certificates offered under this Agreement.

3. Application Process for Academy. Applicants from School will be granted admission to MCC under the following terms and conditions:

3.1. Applicants of the Academy from School will meet certain entrance requirements for MCC, which includes having a minimum grade point average of 2.5 (on a 4.0 scale), being recommended by the high school principal, counselor, or faculty and completing an MCC application. Additionally, written permission from a parent or guardian will be required.

3.2. Students must also complete the ACT with a composite score of 18 or above (including both an English subject score of 18 or above, and a Mathematics subject score of 22 or above), or place directly into a college credit bearing course using an equivalent MCC placement test.

3.3. Completion of MCC's FERPA release form will be embedded in the application process.

3.4. It is understood by School and MCC that student applications will be reviewed individually, and students will be admitted according to the same admission requirement standards applied to other MCC students, except as specifically modified in this Agreement.

3.5. Qualifying School students can earn up to 18 credit hours per semester on campus toward a Degree (General Education Transfer Degree) from MCC.

3.6. Participating students must also fulfill all other requirements for the applicable MCC Degree or certification in order to receive the college credential.

4. Duties of College. MCC agrees to:

4.1. Collaborate with School and Academy officials to fulfill any awarded grant expectations and seek additional grant dollars in support of the partnership;

4.2. Collaborate with School and Academy officials to fulfill all Missouri Board of Education requirements, including to:

- a. Provide academic support (tutoring) from MCC for the more difficult courses, and communicate the tutoring services and schedules to the Academy;
- b. Provide preparation courses to support students in college-readiness efforts;
- c. Have more consistency in the utilization of an early alert system (Early Alert System) to make Academy aware of failing students;
- d. Provide a synchronized and user-friendly academic plan for students, parents, MCC and the Academy academic advisory team;
- e. Ensure that the academic plan which leads to the Degree is also a pathway to the bachelor's degree;
- f. Ensure approved dual credit courses are available to all Academy students on a continual basis as required to meet graduation requirements for both high school and the college;
- g. Provide academic counseling and guidance for Academy students by MCC partner;

4.3. Collaborate with School on the building plans and funding arrangements for the agreed upon shared space by Academy and MCC;

- a. Provide routine and normal maintenance to the areas occupied by students, faculty, and staff of Academy including, but not limited to locks, HV AC, plumbing and custodial services; and
- b. Schedule to lock or unlock buildings and rooms so that Academy personnel have appropriate access to campus and staff.
- c. MCC agrees to provide space on campus for the School employee to include access to a telephone, student systems, computer and printer as needed.

4.4. Provide student grades issued at completion of MCC courses to School no later than three (3) days after course ends.

4.5. Appoint program liaisons who will work with School employees and Academy students.

4.6. Provide access to services and resources to students admitted to the Academy at MCC including: Student IDs, Academic Advising, MCC Student Success Center (Math Lab, Writing Lab, Tutoring, Mentoring, and more), Career Services events and job search support, and opportunity to attend sporting events, student activities, clubs, and organizations.

5. Duties of School. School agrees to:

5.1. Collaborate with MCC and Academy officials to fulfill any awarded grant expectations and seek additional grant dollars in support of the partnership;

5.2. Collaborate with MCC on the construction plans and funding arrangements for the agreed upon shared space by Academy and MCC;

5.3. Pay all agreed upon costs associated with set up of telephone, electronic mail and other telecommunication equipment and services for use of the Academy students, faculty and staff;

5.4. School agrees to provide the necessary support to facilitate the needs of the program's students to include serving as a liaison for attendance, student conduct, advising, academics, college engagement, and coordination between faculty, staff, students, and parents;

5.5. Provide its own computer equipment, network and software needs subject to approval from MCC's Information Technology Department;

5.6. Allow Academy Principals to participate in relevant College Executive Team meetings, including the following stipulations:

- a. Team should include high level personnel with decision making authority - SSO or High School Chief for Academy and Dean of Instruction or Dean of Student Services or Vice President of Instruction and Student Services for MCC;
- b. All minutes and agendas should be publicly available;
- c. Group should meet to revise MOU annually to ensure it is working for both entities;
- d. All members should have shared responsibility;

5.7. Tuition/Fees. School will provide financial support for all students established by School in its sole discretion. Those funds will be paid to MCC in keeping with its normal registration and payment deadlines. After completing high school graduation requirements, students will be responsible for paying normal MCC tuition rates, and for applying for financial aid in the same manner as all other MCC students, including but not limited to utilizing the Free Application for Federal Student Aid (FAFSA) and MCC Scholarship website. The entities agree that the tuition and fees are determined by MCC's Boards of Trustees. Textbooks, fees, and supplies costs will be paid by School or students. There are no other financial obligations implied in this Agreement other than those set forth specifically herein.

5.8. Abide by MCC rules and regulations regarding building use, security, and students' rights and responsibilities; and

5.9. Code of Conduct. Students admitted to the program will abide by the MCC Code of Student Conduct.

5.10. Collaborate with MCC officials on all matters pertaining to student responsibilities, rights, discipline, and insurance, including:

- a. The Academy will post MCC grades to the applicable High School in order that (i) grades are transcribed in a timely manner, and (ii) no course duplication occurs;
- b. The Academy will utilize information from the Early Alert System in order to assist students in the class and address the problem/issue which has initiated the alert;
- c. The Academy will consult with the School regarding attendance reports to discourage excessive absentees and/or skipping MCC classes; and
- d. Academy personnel will be allowed to have access to PeopleSoft to check status of students.

6. Notification. School shall make reasonable efforts to provide notification to MCC by December 1st of the previous school year of any request to have an Early College Academy or request revisions to an existing Early College Academy for the next academic year. This notification will assist MCC in planning for the next academic year.

7. Campus Closures. Classes and campus activities will not be available at any MCC Campus when MCC is closed. In the event of a weather-related closure, students shall not come to MCC. School District and MCC shall collaborate to make up for any instructional hours lost due to closure.

8. Marketing/Logo Use. School and MCC will allow use of the name and logo of the respective Parties provided that the lead designing/production Party will ensure that all Academy promotional materials meet the usage and design standards of the all Parties.

9. Expenses Relating to Use of College Facilities

9.1. Classrooms, faculty and administrative space:

- a. School agrees to reimburse MCC for actual costs of utilities, security, and custodial costs on an actual use basis for the Academy space, as applicable;
- b. Academy shall furnish its own personal property including office equipment to furnish its space. Personal property shall be portable, and not become a fixture by permanently adhering to the same to the floors, ceiling, walls, or the building;
- c. School will be responsible for the construction of any expansion of the Academy space in the future; and

9.2. Shared Space:

- a. MCC and School agree to share usage, without cost, of certain rooms, the coordination of which will be the responsibility of School's Superintendent and MCC's Vice President of Instruction and Student Services. MCC will have the first right of refusal for coordinated usage; and
- b. The construction of the MCC building on the site of the Academy, including the shared space, will be accomplished concurrently with the construction of the Academy portion of the building.

Exhibit B - Dual Credit

MCC offers dual credit courses to provide high-performing high school students with challenging, high-quality, coursework. Dual credit courses also enrich and extend the high school curriculum, provide introductory college academic experiences, and help students accelerate their progress toward and reduce the cost of earning college degrees. MCC's dual credit program helps to avoid unnecessary duplication in coursework as students move from high school to college. The program ensures that course content and course requirements of dual credit courses are directly comparable to the same courses taught on the college campuses. MCC's Dual Credit/Dual Enrollment Handbook outlines the requirements for the programs and is incorporated by reference and made part of this Agreement.

1. MCC Standards. MCC adheres strictly to guidelines and standards for dual credit courses published by the Missouri Coordinating Board for Higher Education (CBHE). These standards address such issues as student eligibility requirements, teacher qualifications set by HLC, and college oversight of dual credit courses. By ensuring compliance with these standards, MCC ensures that the dual credit courses that it offers in partnership with high schools will be accepted in transfer at Missouri colleges and universities in the same way as the as the same courses taken on one of our campuses. Many students have found that dual credit courses may also transfer to out-of-state colleges and universities, both public and private; however, MCC can only guarantee dual credit course transfer to Missouri institutions under the jurisdiction of CBHE. The Vice Chancellor of Instruction/Chief Academic Officer is responsible for assuring that we meet guidelines to the Coordinating Board for Higher Education (CBHE) that MCC is in full compliance with CBHE guidelines on dual credit. MCC's Dual Credit/Dual Enrollment Handbook is incorporated by reference.

2. Partnership Agreement. The Missouri Department of Education "encourages and supports partnerships between secondary schools and public two-year colleges including such initiatives as dual credit which allow secondary students to receive both high school and college-level credit for college-level courses" and provides the rules and regulations for partnership agreements. Statutory authority resides in RSM 167 .2231.

3. Course Offerings. School will notify MCC by April 1st of which course offering they wish MCC to provide for the next academic year. Failure to provide such notice may result in MCC inability to fulfill the School 's request. Once a course and instructor have been identified, MCC and the School will complete a Course form per course offered.

4. Eligibility: Dual credit students must be admitted to MCC and have all of their paperwork completed at the time of registration. This includes having GP A confirmed by the school counselor or dual credit coordinator, placement testing completed, and intent to enroll form with signatures on file with the college. Students will need to act on their own behalf and will need to present a photo ID for any transactions at the college. Eligibility requirements include:

- Juniors and Seniors with a 3.0+ cumulative GPA are eligible without a letter of recommendation.
- Juniors or Seniors must have a 2.5 -2.99 cumulative GPA (requires signature of high school Dual Credit Counselor and Parent on "Intent to Enroll" (ITE) and a letter of recommendation from principal or counselor.

- Sophomores must have a 3.0 cumulative GPA and signature of High School Dual Credit Counselor and Parent on ITE and recommendation letters from the principal and school counselor.
- Freshmen must have a 3.0 cumulative GPA and a composite score at the national 90th percentile or above on the ACT or SAT and signature of High School Dual Credit Counselor and Parent on ITE, and recommendation letters from the principal and school counselor.
- ACT or college placement exam scores within the eligibility range.
- Students who have not earned a 3.0 GPA may demonstrate their ability to benefit from dual credit courses in career and technical fields by a combination of grade point average, test scores, recommendations, and high levels of performance in previous courses.
- Students with high school GPAs less than 2.5 will generally not be eligible for dual credit. The final decision for student eligibility for career and technical courses rests with MCC's Vice Chancellor of Instruction/Chief Academic Officer.

5. Application Process. Students begin by selecting a course of interest and working with their high school counselor or dual credit coordinator to determine eligibility (see Dual Credit/Enrollment Handbook for full details of eligibility). Students apply for admission to MCC and complete the required forms and obtaining signatures. These forms will be submitted to the high school counselor, who in turn, submits them to them to the contact person at the MCC campus.

6. Grades. Provide student grades issued at completion of MCC courses to School no later than three (3) days after course ends. Final grades for dual credit courses will be reflected on both the student's high school transcript and on the student's permanent college record. The grades earned under dual credit are permanent and cannot be removed from a student's academic record.

7. Location of Class. Dual credit courses may be taught on the MCC campus or on the School campus. For dual credit courses taught exclusively to high school students on the high school campus and for dual credit courses taught electronically, MCC will comply with applicable rules and procedures for offering courses at a distance.

8. Composition of Class. Dual credit courses may be composed of dual credit students only or of dual and college credit students. Exceptions for a mixed class, which would also include high school credit-only students, may be allowed.

9. Faculty Selection, Supervision and Evaluation. Dual credit faculty must meet the same qualifications required of adjunct faculty to teach the same course(s) on campus. The dean of instruction, in consultation with faculty, certifies faculty qualifications through transcripts and employment applications with final approval to hire from the Vice Chancellor of Instruction. Each dual credit instructor is assigned an on-campus faculty member to provide support and assistance in offering the dual credit course and in ensuring that dual credit courses are equivalent to the same courses offered on the college campus in all substantive ways. MCC Dual credit faculty are subject to the same evaluation systems and procedures as adjunct faculty teaching at MCC.

10. Tuition and Fees. The Board of Trustees of Metropolitan Community College annually sets tuition and fees for all MCC courses and programs. MCC charges dual credit students at any area high school according to the same predetermined schedule of tuition and fees. Dual credit tuition and fees may be different from those set

for on-campus courses, but they are the same at all high schools. MCC administration monitors costs in dual credit programs and sets tuition and fees in direct relationship to these costs. Enrollment for dual credit courses is arranged by the high school. College tuition is paid to Metropolitan Community College at the rate of half of the cost of attending courses on one of the MCC campuses. The school or the student will be billed as established in this agreement.

11. Books. High schools provide the textbooks specified by MCC for dual credit students.

12. Student Support Services. MCC dual credit students are provided access to on campus support services, including counseling and advising, library services, learning and support (tutoring) services.

13. Transferability of Credit. MCC accepts dual credit courses as equivalent to their on-campus counterparts as a matter of principle. MCC accepts in transfer dual credit courses completed at other colleges and universities without limit from any institution that is certified by CBHE as adhering to its dual credit guidelines. Dual credit courses are accepted in transfer according to all applicable articulation agreements and recognized course equivalency agreements. In general, dual credit courses from MCC transfer to all public colleges and universities in Missouri, and to all but a very small number of private colleges and universities in the state. Some Missouri institutions may limit the number of dual credit courses they accept to a maximum of five courses, but most do not have limits.

14. Campus Closures. Dual credit classes provided at an MCC campus and campus activities will not be available at any MCC Campus when MCC is closed. In the event of a closure, students shall not come to MCC. MCC and School agree to collaborate to make up instructional time by April 1st.

Exhibit C - Dual Enrollment

MCC offers dual enrollment courses on MCC campuses to provide high-performing high school students with challenging, high-quality, coursework. A Dual Enrollment Program allows a high school student to enroll in coursework at an institution of higher education while simultaneously enrolled in high school coursework. Courses take place on an MCC campus or online. In most cases, credit is granted for the post-secondary coursework only. The credits earned at the institution of higher education may or may not be counted toward the student's high school diploma. Check with your high school to verify high school credit. MCC's Dual Credit/Dual Enrollment Handbook outlines the requirements for the programs and is incorporated by reference and made part of this Agreement.

1. MCC Standards. MCC adheres strictly to guidelines and standards for dual credit/enrollment courses published by the Missouri Coordinating Board for Higher Education (CBHE). These standards address such issues as student eligibility requirements, teacher qualifications set by HLC, and college oversight of dual credit courses. By ensuring compliance with these standards, MCC ensures that the dual credit courses that it offers in partnership with high schools will be accepted in transfer at Missouri colleges and universities in the same way as the same courses taken on one of our campuses. The Vice Chancellor of Instruction/Chief Academic Officer is responsible for assuring that we meet guidelines to the Coordinating Board for Higher Education (CBHE) that MCC is in full compliance with CBHE guidelines on dual credit/enrollment. MCC's Dual Credit/Dual Enrollment Handbook is incorporated by reference.

2. Partnership Agreement. The Missouri Department of Education "encourages and supports partnerships between secondary schools and public two-year colleges including such initiatives as dual credit which allow secondary students to receive both high school and college-level credit for college-level courses" and provides the rules and regulations for partnership agreements. Statutory authority resides in RSM 167 .2231.

3. Course Offerings. Students meeting eligibility requirements can enroll in any MCC course.

4. Eligibility: Dual enrolled students must be admitted to MCC. Students must meet placement and prerequisite course requirements for individual courses in which they enroll. Students will need to act on their own behalf and will need to present a photo ID for any transactions at the college. Students under the age of 16 must meet with a campus representative (such as the Dean of Students or Student Enrollment Manager) before enrolling.

5. Application Process. Students begin by selecting a course of interest. Students apply for admission to MCC and complete the required forms and obtaining signatures. These forms will be submitted through the regular MCC admissions process. If the high school provides credit for dual enrollment courses on high school transcripts, the student should work through their high school counselor.

6. Grades. Provide student grades issued at completion of MCC courses to School no later than three (3) days after course end in cases where high school credit for the dual enrollment course has been approved by the School. Final grades for dual enrollment courses will be reflected on the student's permanent college record. The

grades earned under dual enrollment are permanent and cannot be removed from a student's academic record.

7. Location of Class. Dual enrollment courses are regular MCC courses and are taught on MCC campuses.

8. Composition of Class. Dual enrollment courses may be composed of dual enrollment students and college credit students.

9. Faculty Selection, Supervision and Evaluation. All courses at MCC campuses are taught by full-time or part-time faculty and follow the policies and procedures for faculty hiring, supervision, and evaluation. The dean of instruction, in consultation with faculty, certifies faculty qualifications through transcripts and employment applications with final approval to hire from the Vice Chancellor of Instruction.

10. Tuition and Fees. The Board of Trustees of Metropolitan Community College annually sets tuition and fees for all MCC courses and programs. MCC charges dual enrollment students at any area high school according to the same predetermined schedule of tuition and fees. College tuition is paid by the student to Metropolitan Community College at the rate of half of the cost of a regular MCC course.

11. Books. Dual enrolled students are responsible for their book purchases.

12. Student Support Services. MCC dual enrollment students are provided access to on-campus support services, including counseling and advising, library services, learning and support (tutoring) services.

13. Transferability of Credit. Courses taken by dual enrolled students transfer to other colleges and universities under the same guidelines and agreements for all MCC courses. Missouri's Coordinating Board for Higher Education has approved a Credit Transfer Policy that stipulates guidelines for student transfer and articulation among Missouri Public colleges and universities. All public institutions have agreed to abide by the principles contained within the policy. The webpage <https://mcckc.edu/programs/transfer/> provides details by degree and by institution on credit transfer.

14. Campus Closures. Classes provided at an MCC campus and campus activities will not be available at any MCC Campus when MCC is closed. In the event of a closure, students shall not come to MCC. MCC and School agree to collaborate to make up instructional time by April 1st.

Exhibit D - College Placement Testing

Purpose. MCC, as an official Assessment Center defined by the U.S. Department of Education will administer college placement tests to School's students. Placement testing is used to assess a student's current skill level in reading, writing, and mathematics. Tests determine specific MCC courses in which a student is to enroll. Complete details of required scores for specific courses are found in the Dual Credit/Dual Enrollment Handbook.

MCC offers the ACCUPLACER placement test and every campus has a testing center that delivers the tests. Testing Center office hours are posted on the MCC website. In some cases, the test can be offered at the School. ACCUPLACER is an integrated system of computer-

adaptive assessments. The ACCUPLACER is untimed but most students should allow approximately 90-120 minutes to complete.

The Parties agree to the below:

1. The School shall provide MCC thirty (30) days' notice that they will require testing. The School shall provide: 1) the test location site; 2) the number of students who will be tested, 3) the test type per student, 4) name the party responsible for fee payment, 5) advise if a student requests disability support services, and 6) whether a student requires ESL support services.

2. The Testing Centers allow the students to take the Accuplacer one time every 24 hours, and three times in a 30-day period.

3. Writing Placement. Students who place into ENGL 80 or ENGL 90 take the Writing Placement, which allows the student an opportunity to move into the next higher ENGL course. Students only have one opportunity to take a writing placement test.

4. ACT Alternative. Another type of placement test is the ACT. MCC is able to evaluate a student's ACT score(s) to determine course placement or the need for additional tests. Test scores (ACT or ACCUPLACER) are valid if taken within 3 years or less.

5. Disability Support. Students with documented disabilities who need special testing accommodations should consult a Disability Support Services Coordinator on any MCC campus.

6. English as a Second Language. Students whose native language is not English should contact the Applied Language Institute at MCC-Penn Valley for assistance with tests.

7. Cost. All students may take the placement test free one time. High school students may take the placement test one additional time at no cost. All subsequent attempts cost \$25 each. The test may be paid by student directly to MCC or by the School.

8. Testing at a High School. Although a student may visit any MCC campus to complete tests, some students may have opportunities to complete tests at their high school. If testing is preferred on-site at a high school in a group setting, the School can contact the nearby campus office for assistance:

- a) MCC-Blue River: Testing Center
- b) MCC-Longview: Testing Center
- c) MCC-Maple Woods: Admissions Office
- d) MCC-Penn Valley: Admissions Office

9. Testing Center's Policies:

- a) Students must have applied for admission to MCC and received a Student ID number. Twenty-four business hours should be allowed between the time of application and testing.
- b) A current, valid government-issued, or current high school ID, with a photo, must be presented to test.

- c) All electronics, including cell phones, must be turned off and stored in an assigned locker.
- d) All personal belonging, including but not limited to, hats, caps, sunglasses, scarves, wallets, purses, etc., must be stored in an assigned locker.
- e) Hooded sweatshirts and/or bulky outerwear is not allowed in the testing lab and must be stored in an assigned locker.
- f) Talking and/or disruptive behavior is not allowed in the testing lab. Students with questions can raise a hand for testing proctor assistance. The Testing Staff reserves the right to stop testing and remove the offender(s) if disruptive behaviors repeatedly occur.
- g) Handheld calculators are not allowed. If a MATH section question needs a calculator in order to provide an answer, the program automatically provides an on-screen calculator.
- h) Scratch paper and pencils are provided but must be returned before leaving the Testing Center.
- i) Restroom breaks between sections are allowed.
- j) See a testing proctor if there is an emergency.

Exhibit E - Data Sharing

1. **Purpose.** School agrees that the data transferred from MCC to School is and shall remain the sole and exclusive property of MCC. MCC agrees that the data transferred from School to MCC shall remain the sole and exclusive property of School. The Parties acknowledge under this Agreement that individually-identifiable health information that falls under the protection of the Health Insurance Portability and Accountability Act ("HIPAA"), data that deal with the confidentiality provisions of the Patient Safety Rule, and Social Security Numbers shall not be released by either Party. Data released must be used in accordance with the Family Education Rights and Privacy Act ("FERPA"), HIPAA and School and MCC policies and procedures for managing student education records and other confidential information. School grants MCC, and MCC grants School permission to use such data solely for the following purposes:

1.1. to track current School students who are enrolled in MCC's Early College Academy, dual credit, or dual enrollment programs and have:

- i. earned credit in a dual credit course; or
- ii. have graduated or completed a sequence of courses leading to certification, licensure; or
- iii. have graduated with an Associate in Arts Degree from MCC; and/or

1.2. the collection and analysis of college placement test data administered to current and former School students in order to extract program performance data and information required to fulfill MCC admission requirements for MCC's Early College Academy, dual credit, or dual enrollment programs.

2. **Scope of Data Sharing.** The scope of the data sharing between MCC and School addressed in this Agreement is limited to the following:

2.1. Student Identifiers, which shall include:

- i. First Name, Last Name, Middle Initial.
- ii. Social Security Number (SSN).
- iii. Date of Birth (DOB);

2.2. Semester End Date(s);

2.3. Dual Credit Course(s) Enrollment Information: iv. Course name; v. Course ID; vi. Semester Grade; vii. Associate in Arts Degree Earned (YIN); viii. License Awarded (YIN); ix. Certification Awarded (YIN); and x. Provide Type and Program Name(s) of any applicable Degree, License, and/or Certification; and/or

2.4. College placement and/or related predictive School students' test results and any relevant related information.

3. **Data Sharing Responsibilities of the Parties.** A portion of the relevant student data shall be provided by School to MCC and a portion of the data shall be provided by MCC to School. The data shall be provided in one of the following formats: Microsoft Excel or Access or such other format that is mutually agreed to by the Parties in writing, email being sufficient.

3.1. School shall provide to MCC: i. Enrollment information for all students, including: • First Name, Last Name, Middle Initial; • Social Security Number (SSN) or other student record identifier; • Date of Birth (DOB); ii. High School Attendance; iii. Date of High School graduation; iv. Endorsement areas of each student; and v. Cumulative GPAs.

3.2. MCC will provide persistence data to School, including: i. Student Identifiers; ii. Semester Identifier; and iii. Confirmation of students enrolled in credit course(s) within the applicable semester(s).

4. Confidentiality and Student Data. School and MCC shall maintain the confidentiality of any and all student data exchanged pursuant to this Agreement or any subsequent agreement intended to supersede the Agreement. To ensure the continued confidentiality and security of the student and staff data processed, stored, or transmitted, School and MCC shall establish a system of safeguards that shall at minimum include doing the following:

4.1. School and MCC shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all data, including electronically-maintained or transmitted data received from, or on behalf of each other. These measures shall be extended by contract to all subcontractors used by School and MCC;

4.2. School and MCC employees, subcontractors and agents involved in the handling, transmittal, and/or processing of data provided under the agreement shall be required to maintain the confidentiality of all student and staff-related personally identifiable information;

4.3. School and MCC shall develop and implement procedures and systems that require the use of secured passwords to access computer databases used to process, store, or transmit data provided under the Agreement;

4.4. School and MCC shall develop and implement procedures and systems, such as good practices for assigning passwords, to maintain the integrity of the systems used to secure computer data bases which are used to process, store, or transmit data provided under the Agreement;

4.5. School and MCC shall develop and implement procedures and systems that ensure that all confidential student and staff data processed, stored, and/or transmitted under the provisions of the Agreement shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data;

4.6. School and MCC shall develop and implement procedures and systems to process, store, or transmit data provided under the Agreement which ensure that any and all disclosures of confidential student and staff data comply with all provisions of federal laws (HIPAA, FERPA, E-government, etc.) and Missouri state laws relating to the privacy rights of students and staff as such laws are applicable to the Parties to the Agreement;

4.7. MCC shall return to School all data or any portions thereof requested by School or, at School's election and subject to proper notice to MCC, MCC shall destroy all or any part of School's data that is within the possession or control of MCC; and

4.8. MCC shall obtain permission from School prior to publications or disclosure of relevant data, or other uses not outlined in the Agreement.