



EARLY COLLEGE ACADEMY PROGRAM AGREEMENT

between **Missouri Western State University**
and **Platte County School District**

The Missouri Western State University (“MWSU” or “University”), located at 4525 Downs Dr., Saint Joseph, Missouri 64507, and the Platte County School District (“School District”), located at 998 Platte Falls Road, Platte City, Missouri 64079, enter into the following Early College Academy Program Agreement (Agreement). Both institutions throughout the remainder of this Agreement shall collectively be referred to as the “Parties” and the “Party” when singular.

TERM

This Agreement shall be in effect from August 1, 2022 to July 31, 2023.

OVERVIEW

MWSU is committed to serving the students and communities in Missouri through collaborative work with school districts in the MWSU’s service area. Consistent with the Missouri Department of Higher Education & Workforce Development, the Coordinating Board for Higher Education, and the laws of the state of Missouri, MWSU is dedicated to ensuring the delivery of quality dual credit courses and dual enrollment opportunities, so that it may continue to support college enrollment and completion of Missouri students. By entering into this Agreement, MWSU and School District seek to provide opportunities for academic acceleration for students by enriching and extending the high school curriculum, providing rigorous college coursework, and avoiding unnecessary duplication in coursework as students transition from high school to college.

Dual Credit

Dual credit enables qualified high school students to take college-level courses taught by qualified high school instructors. Students simultaneously receive academic credit for the course from both the high school and MWSU. The Instructor of Record is a MWSU department-approved high school teacher. The Instructor of Record must have a graduate degree in field or a graduate degree and a minimum of 18 hours of graduate credit in field.

Dual Enrollment

Dual enrollment enables qualified high school students to take college-level courses that are taught by a MWSU Faculty member while simultaneously enrolled in the high school and the University. Credit is awarded at the university and the high school level. MWSU offers three models related to dual enrollment:

- 1) **Online** - these courses are offered 100% online with a course section created for each high school. A designated high school staff member is assigned as a Course



Monitor and granted access to the Learning Management System for the purpose of viewing student work, course content and grades.

- 2) **Collaborative** - these courses are delivered in a team format, by the MWSU Instructor of Record and an approved and trained high school teacher. Course content is created and delivered online by University Faculty; the approved high school teacher fulfills a Teaching Assistant role. The high school teacher must have an undergraduate degree and certification in field.
- 3) **University Flex** - High school students who are enrolled in sections developed for MWSU undergraduate students, either online or on the MWSU campus. University Flex students are responsible for purchase of their textbooks and ancillaries.

STUDENT ELIGIBILITY and RESPONSIBILITY

1. The Missouri Department of Higher Education requires dual credit students to meet the same course placement requirements in effect for the institution's regularly attending student body.
2. All Early College Academy individuals enrolled in a course have the same rights and responsibilities as college students. The level of maturity of the high school student should be one of the criteria for approval by the high school official.
3. Official transcripts may be requested by the high school student when payment is made in full, and upon course completion.
4. Students wishing to withdraw from earning college credit are responsible for officially withdrawing from MWSU prior to the established University deadlines in order to avoid any fees and/or fines.
5. Students enrolling in these courses must meet both the School District and University guidelines for participation. Verification for meeting these guidelines will be the responsibility of each organization.
6. All Early College Academy students must meet the testing and placement guidelines stipulated by MWSU, if any.
7. Dual credit students must meet all eligibility requirements set forth by the Missouri Department of Higher Education and Workforce Development. For participation in the dual credit/dual enrollment program, generally, students in grades 9-12 must have a cumulative grade point average (GPA) of 3.00 or higher on a 4.0 scale. Juniors and seniors who have a cumulative GPA of 2.50-2.99 on a 4.0 scale may be considered. Freshmen must also have a score at or above the ninetieth percentile on the ACT or SAT. All dual credit/dual enrollment students must also meet placement requirements and/or prerequisites, if any, for the courses they wish to take and have the approval of a school official and a parent or legal guardian.
8. Early College Academy students are required to maintain a 2.0 college GPA to remain eligible for Early College Academy courses.
9. The awarding of high school credit for graduation is at the discretion and approval of the School District.

NON-DISCRIMINATION



MWSU prohibits discrimination, including harassment, against any employee, applicant for employment, student or applicant for admission on the basis of any protected class or any other basis prohibited by law. Protected classes at MWSU include: race, color, national origin, religion, age, sex, sexual orientation, gender, gender identity, physical or mental disability, genetic information, veteran status or any other basis prohibited by law. Discrimination is defined as prohibited conduct directed at an employee or student on the basis of race, color, national origin, religion, age, sex, including pregnancy and parental status, sexual orientation, gender, gender identity, physical or mental disability, genetic information, veteran status, or any other basis prohibited by law, that adversely affects the employee's employment or that adversely affects the student.

Mutual Indemnification and Hold Harmless

Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by said party, its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. Both parties shall, however, retain the right to take any and all actions they believe necessary to protect their own interests.

Confidentiality

MWSU and the School District will perform the services as outlined in this Agreement in accordance with the privacy and confidentiality rules and regulations as mandated by federal, state, and or local laws. MWSU and the School District will not disclose any confidential information to a third party except as required by law. Both Parties recognize that they are bound to comply with the Family Educational Rights and Privacy Act of 1974 (Buckley Amendment) and any current amendments in the handling of educational records of students enrolled in their institutions.

General Provisions

1. This Agreement does not guarantee any School District student admission to MWSU or admission to any specific program or major at MWSU. Students shall apply for admission to MWSU in accordance with rules, policies, and procedures of MWSU and the Early College Academy in effect at the time of application.
2. The School District will not be financially responsible for any student enrolled in Early College Academy courses.
3. MWSU tuition will not exceed \$95/credit hour. Any fees associated with a course are not the responsibility of MWSU.
4. In carrying out the responsibilities and obligations of this Agreement, neither Party shall be acting as the agent or principal of the other with regard to dealings with third parties, including students. Neither Party shall have the authority to make any statements,



representations, nor commitments of any kind or to take any action binding the other except as provided for herein or authorized in writing by the Party to be bound.

5. Both Parties shall maintain their respective individual institution and programmatic accreditation, and this Agreement shall be binding only if both Parties maintain those accreditations.
6. It is the joint responsibility of the University and the School District to inform students of availability and access to dual credit and dual enrollment opportunities.

Terms and Conditions

1. Upon mutual agreement between Missouri Western State University's Vice Provost for the Office of Academic Affairs and the School District Administrative Authority, courses may be offered by MWSU for both high school and college credit.
2. MWSU shall assure the dual credit course syllabi, textbooks, and assessment strategies are consistent with on-campus courses of the same course number.
3. MWSU and the Early College Academy will mentor dual credit instructor(s) to ensure required equivalencies are met and that the dual credit instructor adheres to MWSU departmental and institutional policies regarding dual credit offerings.
4. For dual credit students, text books will be provided to the School District for each student enrolled in the University dual credit course.
5. The School District agrees to adhere to MWSU's academic calendar.
6. The School District will make a dual credit teacher recommendation to the University, followed by the teacher application and other required documents for delivering dual credit courses.
7. Each Party will be responsible for any payments that may be made to their own employees for conducting or facilitating these courses.
8. The University will make pre-scheduled site visits to ensure quality and compliance from the dual credit teacher assigned to the course.
9. All students enrolled in Early College Academy courses shall have access to student services and academic support similar to that afforded to students on the University campus, including, but not limited to advisors, library services, Center for Academic Support, and other resources requisite for college-level academic performance.

Applicable Law

This Agreement will be subject to and will comply with all federal, state and local laws and regulations applicable with respect to its performance under this Agreement. This Agreement will be governed, construed and enforced in accordance with the laws of the State of Missouri. The Parties will attempt to resolve any dispute or claim arising out of or in relation to this Agreement prior to initiating legal action.

Termination

This Agreement can be terminated by either Party and without cause by providing sixty (60) days written notification to the other Party prior to the commencement of an academic term. Failure to comply with any element of this Agreement is grounds for termination and nonrenewal.



The authorized signatures for the Missouri Western State University and the Platte county School District signify their acceptance of the terms of this Agreement. This Agreement is not in effect until all signature lines are executed.

Missouri Western State University

Platte County School District

Darrell Morrison
VP of Finance & Administration,
Missouri Western State University

School District Administrative Authority

Date

Date