

ORANGE COUNTY
BOARD OF EDUCATION

AGENDA ITEM ABSTRACT

Meeting Date: September 9, 2013

AGENDA ITEM No. 13-09-10

ACTION: (Y/N) Y

SUBJECT: Career and College Promise Memorandum of Agreement

INFO. CONTACT: Dr. Denise Morton **PHONE:** 919-732-8126

ATTACHMENTS: 1. Career and College Memorandum of Agreement

PURPOSE: To request the Board of Education approve the attached Career and College Promise Memorandum of Agreement.

BACKGROUND: Session Law 2011-145, the Appropriations Act of 2011, authorizes the State Board of Education and the State Board of Community Colleges to establish the Career and College Promise program, effective January 1, 2012.

Career and College Promise provides seamless dual enrollment educational opportunities for eligible North Carolina high school students in order to accelerate completion of college certificates, diplomas, and associate degrees that lead to college transfer or provide entry-level job skills. North Carolina community colleges may offer the following Career and College Promise pathways aligned with the K-12 curriculum and career and college ready standards adopted by the State Board of Education:

1. A College Transfer Pathway leading to a college transfer certificate;
2. A Career and Technical Education Pathway leading to a certificate, diploma or degree;
3. A Cooperative Innovative High School Pathway approved under Part 9 of Article 16 of Chapter 115C of the General Statutes

Orange County Schools and Alamance Community College have formed this agreement to promote this session law.

FINANCIAL IMPACT: None

RECOMMENDATION: The Superintendent recommends the Board of Education approve the attached Career and College Promise Memorandum of Agreement.



Career and College Promise
Memorandum of Understanding (MOU)
Between
Alamance Community College
And
Orange County Schools Board of
Education

Beginning January 1, 2012, community colleges in North Carolina will offer college classes to high school students through the Career and College Promise (CCP) program. Community colleges will design pathways for students to achieve certificates in Career and Technical Education (CTE) and University Transfer. These courses will be tuition free for high school juniors and seniors who meet the eligibility requirements. The purpose of this MOU is to outline the terms on which the Alamance Community College (ACC) and the Orange County Schools (OCS) will provide such opportunities to public school students in Orange County.

This document certifies that this MOU is developed in accordance with G.S. 115C-238.50 for Session Law 2011-145 and the Appropriations Act of 2011.

1. Responsibilities of the Parties.

a. Responsibilities of ACC:

- Deliver college level classes either on-site at selected OCS high schools or on the campus of ACC; Courses taught on the college's campus will follow the college calendar; Courses taught on the high school campus will follow the high school calendar
- Hold at least two meetings each academic year with representatives from OCS and ACC to evaluate the Career and College Promise program
- Collect data annually on retention rates and grade distribution and share this information with OCS
- Students with disabilities seeking accommodations for academic courses or placement testing will be required to meet ACC's qualification standards and provide appropriate documentation of the disability/medical condition to the Coordinator of Special Needs & Counseling Services. Reasonable accommodations will be based on the Americans with Disabilities Act and Section 504 of the Rehabilitation Act. ACC's Coordinator of Special Needs & Counseling Services will evaluate the documentation to determine eligibility and develop an Accommodation Plan for all CCP students
- Award grades earned through CCP courses and develop and maintain an official ACC transcript for every CCP student

b. Responsibilities of OCS:

- Provide classroom/lab space for courses taught by ACC faculty on high school campus
- Provide accommodations stated in the Accommodation Plan developed by ACC for classes held at the high school, provided that OCS will not be required to provide any accommodations inconsistent with a student's Section 504 plan or Individualized Education Program. ACC will cover the cost of any accommodations in excess of those specified in a student's Section 504 Plan or Individualized Education Program
- Provide ACC with student enrollment information including verification that students meet entrance guidelines as outlined in the Career and College Promise legislation prior to the start of each semester
- Verify that students entering health care related pathways meet vaccination and other mandated entry requirements
- Verify that students entering a CTE program meet the technical standards for that program should they exist

2. Operating Procedures. The parties agree that the CCP program shall be conducted in accordance with the "Career and College Promise Operating Procedures," a copy of which is attached hereto and hereby incorporated by reference.

3. Term. This MOU is made and entered into July 15, 2013 and is effective through July 15, 2015. This MOU is not intended to displace any other formal or informal MOU currently in effect between the institutions or to be binding on any future agreements. Either party may terminate this MOU any time without cause upon sixty (60) days prior written notice to the other party. Regardless of the date of notice, termination of the MOU will only take effect at the conclusion of any academic term, unless otherwise agreed upon in writing by both parties.

4. Student Privacy. In accordance with the Family Educational Rights and Privacy Act, other applicable federal and state laws, and OCS's administrative policies, ACC will protect OCS students' privacy and guard against the unauthorized release of identifying student information and student records, to the extent such information is within such parties' knowledge. OCS will ensure that an adequate waiver and/or consent is executed by the appropriate individual(s) authorizing ACC to possess and access student information and records for each OCS student who enrolls in CCP courses.

5. Student Safety. The parties acknowledge that OCS students will frequently be present on and moving about ACC's campus. ACC will take the same precautions to protect the safety of OCS students and assume the same liability, if any, for such OCS students as ACC does for other ACC students. In the event of an emergency that takes place on ACC's campus, the college, its security personnel, its facilities personnel, and others designated in its emergency plans will have primary responsibility and authority in directing a response. OCS personnel and its emergency plans will have secondary responsibility.

6. Background checks.

a. ACC agrees to conduct criminal background checks on each ACC employee and independent contractor who, pursuant to this MOU, will have regular or unsupervised contact with OCS students. Such checks shall be completed prior to the employee or independent contractor having any direct interaction with OCS students. ACC will ensure that OCS students do not have direct interaction with any ACC employee or independent contractor whose criminal background check is not free of criminal convictions, including misdemeanors, that indicate the person poses a threat to the physical safety of OCS students or personnel.

b. ACC also agrees to annually conduct checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry and verify in writing that no ACC employee or independent contractor who has direct interaction with School students is listed on any of these registries. Individuals listed on these registries are prohibited from having any interaction with OCS students. When a student enrolls in a course taught by an ACC instructor, ACC shall have until the tenth day of class to complete the checks on that employee required by this paragraph.

7. Course coordination. The parties agree to coordinate which courses will be offered to OCS students through the CCP program to avoid competition with or unnecessary duplication of courses being offered by OCS personnel. No course shall be offered to OCS students over the objection of OCS.

8. Indemnification. Each party does hereby agree to indemnify and hold harmless the other party and its board members, directors, officers, employees, and agents from and against any Liabilities arising at any time from the negligence or willful misconduct of such other party's board members, directors, officers, employees, contractors, or agents related to the performance of this MOU. For purposes of this MOU, "Liabilities" means any fines, penalties, losses, costs, injuries, settlements and expenses (including reasonable attorneys' fees) arising out of any claims, proceedings, suits, or actions brought by a third person.

9. No Joint Ventures. This MOU does not and shall not be considered to create a partnership or joint venture ACC and OCS. Neither party shall have the power to bind or obligate the other except as expressly provided herein.

10. Amendments. This MOU may be amended, superseded, renewed or extended only by a written instrument signed by both Parties.

11. Entire Agreement. This MOU contains the entire formal agreement among the Parties with respect to OCS and supersedes all prior agreements, discussions, negotiations, or understandings, where written or oral, and whether previous or parallel to this Agreement.

12. Governing Law. This MOU will be governed by and construed in accordance with the laws of the State of North Carolina applicable to agreements made and to be performed entirely within North Carolina.

Date _____

Date _____

Superintendent of Orange County Schools

President of ACC

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above mentioned.

Donna Coffey, Chair **Date**
Orange County Schools Board of Education

Dr. Del Burns, Interim Superintendent **Date**

Patricia Harris, Director College and Career Readiness **Date**

Dr. Denise Morton, Chief Academic Office **Date**

President **Date**
Alamance Community College

Exhibit A

Career and College Promise Operating Procedures

Session Law 2011-145, the Appropriations Act of 2011, authorizes the State Board of Education and the State Board of Community Colleges to establish the Career and College Promise program, effective January 1, 2012.

Career and College Promise provides seamless dual enrollment educational opportunities for eligible North Carolina high school students in order to accelerate completion of college certificates, diplomas, and associate degrees that lead to college transfer or provide entry-level job skills. North Carolina community colleges may offer the following Career and College Promise pathways aligned with the K-12 curriculum and career and college ready standards adopted by the State Board of Education:

1. A College Transfer Pathway leading to a college transfer certificate;
2. A Career and Technical Education Pathway leading to a certificate, diploma or degree;
3. A Cooperative Innovative High School Pathway approved under Part 9 of Article 16 of Chapter 115C of the General Statutes.

College Transfer Certificate Pathway

1. The Career and College Promise College Transfer Pathway leads to a college transfer certificate requiring the completion of at least thirty semester hours of transfer courses, including English and mathematics.
2. To be eligible for enrollment, a high school student must meet the following criteria:
 - a. Be a high school junior or senior;
 - b. Have a weighted GPA of 3.0 on high school courses; and
 - c. Demonstrate college readiness on an assessment or placement test, such as PLAN, PSAT, Accuplacer, Compass, SAT or ACT. A student must demonstrate college readiness in English, reading and mathematics to be eligible for enrollment in a College Transfer Certificate Pathway (see Attachment 1).
3. To maintain eligibility for continued enrollment, a student must
 - a. Continue to make progress toward high school graduation, and
 - b. Maintain a 2.0 GPA in college coursework after completing two courses.
4. A student must enroll in one College Transfer program of study and may not substitute courses in one program for courses in another.
5. A student may change his or her program of study major with approval of the high school principal or his/her designee and the college's chief student development administrator.
6. With approval of the high school principal or his/her designee and the college's chief student development administrator, a student who completes a College Transfer Certificate while still enrolled in high school may continue to earn college transfer credits leading to the completion of the 44-hour general education transfer core.

7. With approval of the high school principal or his/her designee and the college's chief student development administrator, a student may enroll in both a College Transfer Certificate program of study and a Career Technical Education program of study.
8. Currently enrolled high school juniors or seniors (Fall Semester 2011) who have successfully completed a college transfer STEM course with a grade of "C" or better may be admitted into a Career and College Promise College Transfer Certificate Pathway in Spring Semester 2012 without meeting the entry GPA or testing requirements (i.e. PLAN). Students will be required to meet course prerequisite requirements.

Career Technical Education Pathway

1. The Career and College Promise Career Technical Education Pathway leads to a certificate or diploma aligned with a high school Career Cluster.
2. To be eligible for enrollment, a high school student must meet the following criteria:
 - a. Be a high school junior or senior;
 - b. Have a weighted GPA of 3.0 on high school courses or have the recommendation of the high school principal or his/her designee; and
 - c. Meet the prerequisites for the career pathway.
3. High school counselors should consider students' PLAN scores in making pathway recommendations.
4. College Career Technical Education courses may be used to provide partial or full fulfillment of a four-unit career cluster. Where possible, students should be granted articulated credit based on the local or state North Carolina High School to Community College articulation agreement.
5. To maintain eligibility for continued enrollment, a student must
 - a. Continue to make progress toward high school graduation, and
 - b. Maintain a 2.0 in college coursework after completing two courses.
6. A student must enroll in one program of study and may not substitute courses in one program for courses in another. The student may change his or her program of study major with approval of the high school principal or his/her designee and the college's chief student development administrator.
7. Currently enrolled high school juniors or seniors (Fall Semester 2011) who have successfully completed a community college technical education course with a grade of "C" or better may be admitted into a Career and College Promise Career Technical Education Certificate Pathway in Spring Semester 2012 without meeting the entry GPA or testing requirements (i.e. PLAN). Students will be required to meet course prerequisite requirements.

Cooperative Innovative High School Programs

1. Cooperative Innovative High School Programs are located on college campuses, enroll 100 or fewer students per grade level, and provide opportunities for students to complete an associate degree program or earn up to two years of college credit within five years are defined as Cooperative Innovative High School Programs.

2. Eligibility requirements for Cooperative Innovative High School Programs are established jointly by local boards of education and local boards of trustees in accordance with G.S. 115C-238.50.
3. The State Board of Education and the State Board of Community Colleges may waive the requirement that a Cooperative Innovative High School Program is located on the community college campus.

Student Application Procedures

1. The high school will document eligibility criteria (high school GPA and PLAN or other assessment scores) on the student's transcript. A Home school or non-public high school student must submit a transcript and official test scores from an approved assessment test.
2. Students must complete a college application to be admitted into a Career and College Promise pathway.

College Program of Study Approval Procedures

1. A college must submit a program of study for each Career and College Promise program it plans to offer, using templates and program codes provided by the North Carolina Community College System Office.
2. Programs of study may not include elective options for students.
3. Programs of study must be approved before students can be enrolled.
4. By submitting and requesting approval for a Career and College Promise program of study, a college is verifying its capacity to teach all courses in the program of study.

Program Accountability Plan

1. Colleges will assign student codes provided by the North Carolina Community College System Office.
2. The North Carolina Community College System Office and the Department of Public Instruction will report annually to the two governing boards on the following outcomes:
 - a. The impact of dual enrollment on high school completion
 - b. The academic achievement and performance of dually enrolled high school students.
 - c. The number of students who successfully complete college certificates while dually enrolled.
 - d. The persistence, completion rates, and academic achievement of students who continue into college programs after high school graduation.

College Readiness Benchmarks on Approved Assessment Tests

Test	PLAN	ACT	Asset (NCCCS Cut Score)	COMPASS (NCCCS Cut Score)	Accuplacer (NCCCS Cut Score)	PSAT	SAT
English	15	18	41 Writing and 41 Reading	70 Writing and 81 Reading	86 Sentence Skills and 80 Reading		
Reading	17	21	41 Reading	81 Reading	80 Reading		
Mathematics	19	22	41 Numerical Skills and 41 Int. Algebra	47 Pre-Algebra and 66 Algebra	55 Arithmetic and 75 Elem. Algebra		

To be eligible for enrollment in a College Transfer Pathway, students must demonstrate college readiness in English, reading and mathematics on an approved assessment test.