

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

Minnesota State College Southeast, Red Wing and Winona

MEMORANDUM OF AGREEMENT – Concurrent Enrollment (C2C)

THIS MEMORANDUM OF AGREEMENT, and amendments and supplements thereto, (hereinafter "contract") is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Minnesota State College Southeast (MSCS) (whereas MSCS and "College/University" are synonymous), which is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10, and **High School, School District, Address** (whereas School District and "Contractor" are synonymous), which is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10;

WHEREAS, Minnesota Statutes Chapter 123D.09, Board Policy 3.5 and 3.5.1 of the Minnesota State Colleges and Universities, and the PSEO Policy of College/University, provides that School District may enter into agreements between a school board and a public post-secondary system to permit eligible pupils to enroll in nonsectarian courses taught by the high school teacher, and

WHEREAS, College/University and the School District wishes to enter into such an agreement, and

WHEREAS, College/University and School District represents that it is duly qualified and willing to perform the services set forth herein, and

WHEREAS, providing students with quality educational opportunities is a mission of both College/University and School District, the following courses will be provided as concurrent enrollment course(s) in full compliance with MN Statute 124D.09, Board Policy 3.5.1 of the Minnesota State Colleges and Universities, and the PSEO Policy of College/University.

List Subject Areas:

NOW, THEREFORE, it is agreed

I. SCHOOL DISTRICT'S DUTIES. School District shall:

Provide faculty who teach Concurrent Enrollment courses at secondary schools in the School District with terms and conditions of employment determined by applicable School District's collective bargaining agreements and personnel policies. The School District further agrees that any faculty who teach College/University courses does meet the minimum academic preparation and qualification requirements in the current collective bargaining agreement between the Minnesota State Colleges and Universities Board of Trustees and the Minnesota State College Faculty Association/Inter-Faculty Organization and the Criterion and Assumed Practices for faculty qualifications of the Higher Learning Commission.

Other provisions here: **Concurrent Enrollment Courses**

- A. Provide general information about the Connect to College (C2C) program to all sophomores and juniors enrolled in their high school (MN Statutes 2004, Section 124D.09, and Subdivision 7).
- B. Ensure students meet the MinnState Post-Secondary Enrollment Options (PSEO) Board Policy 3.5 and Procedures 3.5.1 to take part in this contract. The following admission standards will be adhered to for C2C.

- A. for juniors, GPA of 3.0 or higher or a college ready score on the ACT, SAT, MCA or Accuplacer.
- B. for seniors, GPA of 2.5 or higher or a college ready score on the ACT, SAT, MCA or Accuplacer.
- C. all students must take the pre-assessment basic skills test (Accuplacer) or present MCA, SAT or ACT results for courses requiring such prerequisite scores.
- D. this agreement is for High Schools students only that meet the above requirements. No Foreign Exchange students will be eligible under this agreement.
- E. all students will complete the college “application form” and “student intake form”. The one-time application fee of \$20 for each student through this agreement will be waived for those in the C2C program.
- F. assist in student compliance with the Drop-Add and Withdrawal Policies of the college. With that said, students must be in good academic standing to continue to take college courses at MSCS. In addition, students needing to challenge a college grade must be done within one academic term after the grade has been posted to their official transcript. Please see your high school counselor or college advisor for more information.

CONCURRENT ENROLLEMNT (C2C) CONTRACT (Credentialed/Qualified School District instructor delivers College/University course in the High School while collaborating with credentialed/qualified College faculty)

1. Pay a flat rate of \$2500 per section of each applicable college course offered in the High School for Academic Year 2019-2020.
2. Provide a qualified credentialed instructor (collaborator) that meets MinnState Policy 3.32 and Procedures 3.32.1 for each course offered (the same credentials as required for MSCS faculty (collaborator)). The faculty must make application to and be approved by their principal as part of the application process. The application is then sent to MSCS Academic Affairs Office for review with the college Human Resource Office and final approval in the department. The application must include the High School faculty name, contact information, discipline and/or course(s) the faculty is requesting to teach, principal’s approving signature, and the faculty credentialing information (minimum information required is faculty education, work experience and a copy of their higher education transcripts). The High School faculty must be willing to meet and work with an assigned MSCS credentialed faculty collaborator on an on-going basis, attend a required orientation session and/or required professional development activities either delivered at the High School or at a MSCS campus. The High School faculty must also be willing to participate in site visits for required professional development purposes held either at the High School or at a MSCS campus. MSCS reserves the right to accept or deny any request for a High School to deliver a concurrent enrollment course. MSCS reserves the right to accept or deny any request of an individual high school faculty to teach a concurrent enrollment course.
3. Deliver the college course(s) per MSCS course outline(s). This means the course must be equal in content, depth and rigor to the course(s) delivered on the MSCS campus. The High School will need to provide for any other resources such as laboratory space and course materials, as needed to support quality concurrent enrollment teaching and learning. It is the intent of the state policy that concurrent enrollment courses be stand alone courses where only PSEO students are members of the course. However, a course may be offered concurrently with another non-college course as an exception as long as the majority of the students (more than 51%) in the course are PSEO students and the content, depth and rigor for the PSEO students remains equal to the MSCS on-campus course. MSCS must approve all courses offered. The High School must strive to offer courses that only have PSEO students in them.

4. Present a “Roster of Students” in a timely manner, under this agreement listing the names of each High School student and the MSCS course(s) being taken by each student prior to the start of the semester. Also, provide a form indicating how many PSEO students and non-PSEO students are in each course under the exception rule (majority must be PSEO students). This is required for reporting purposes to the state each year. In addition, in a timely manner, send the academic high school calendar to the college collaborator.
5. Create a course syllabus in collaboration with the college collaborator and provide to students on the first day of class. In addition, while working to ensure each C2C course is equivalent in content, depth and rigor to the same course as offered by the college, provide upon request, the documentation such as copies of quizzes, exams, completed homework assignments, projects for each grade level of work (A, B, C). Assign and send to the college, final letter grades to each student on the class list. In addition, administer end of course student surveys to send to college for analysis.
6. Requires high school collaborator participation in site visits and discipline specific professional development activities at either the college campus, high school campus and/or both.
7. The High School will make payment within 30 days after receiving an invoice from MSCS.
8. The High School shall provide other course data as needed to complete the required annual report(s) for MinnState and accreditation purposes.

It is recommended that the High School develop a policy that addresses the responsibilities of the student under this agreement for items such as the student approval criteria and satisfaction of High School requirements, release forms for notification of course progress to the high school designees, responsibility of any costs associated with the courses not covered under this agreement, book costs, tool costs, transportation issues, etc.

If there are any outstanding charges with one of the students on the roster under this agreement, it will be the responsibility of the contracted High School to pay the balance due. MSCS will not take responsibility to mediate between the contracted High School and any individual student under this agreement.

II. COLLEGE/UNIVERSITY DUTIES. MSCS shall:

Be accountable for ensuring that the high school concurrent enrollment teacher does meet the minimum academic preparation and qualification requirements in the current collective bargaining agreement between the Minnesota State Colleges and Universities Board of Trustees and the Minnesota State College Faculty Association/Inter-Faculty Organization and the Criterion and Assumed Practices for faculty qualifications of the Higher Learning Commission.

Other provisions here: **CONCURRENT ENROLLMENT COURSES**

1. MSCS will accept High School students that meet the above listed criteria (under College/University Duties) and provide pre-assessment basic skills testing through the college Concurrent Enrollment Coordinator or other Student Services personnel.
2. MSCS will provide High School students with copies of the student handbook containing student policies and procedures. In addition, a Student/Parent guidebook will be provided to students explaining the program.
3. MSCS will present the High School with an Invoice based on the course (s) received from the High School and registration data within the college after the 20th day from the start of the course to be paid within 30 days.

4. MSCS will provide guidance in determining whether an individual faculty meets the minimum credentialing standards. MSCS reserves the right to accept or deny any request for a High School to deliver a concurrent enrollment course. MSCS reserves the right to accept or deny any request of an individual high school faculty to teach a concurrent enrollment course.
5. MSCS will provide a course outline for every course agreed upon to be delivered at the High School. MSCS will assign a credentialed college faculty collaborator to communicate regularly with the high school C2C instructor collaborator and monitor assignments, exams, projects, labs, student academic achievement, grading, assessment of student learning and instructional effectiveness to ensure that the course meets the learning outcomes contained in the course outline approved by the college and that students are held to college-level standards as required by state policy. The college collaborator will also inform the high school C2C collaborator of orientation meetings, ongoing opportunities to participate in professional development activities to include discipline specific and potential site visits.

III. CONSIDERATION AND TERMS OF PAYMENT.

- A. Consideration for all services performed by the College/University pursuant to this contract shall be paid by the School District as follows: See above

Other provisions here

Courses Scheduled for the 19-20 Academic Year/Class Size Limit:

English 25 max, Science with labs 24 max, All Others 50 max

- B. College/University will not charge tuition and fees for these PSEO concurrent enrollment courses: See above
- C. College/University will not claim any state aid under the State of Minnesota PSEO Program for students enrolled in the program.

IV. CODITIONS OF PAYMENT. School District shall pay College/University per section/course participating in concurrent enrollment. All services provided by the College/University pursuant to this contract shall be performed to the satisfaction of the School District, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations.

V. TERM OF CONTRACT. This contract shall be effective on **July 1, 2019**, or upon the date that the final required signature is obtained by the College/University, whichever occurs later, and shall remain in effect until **June 30, 2020** or until all obligations set forth in the contract have been satisfactorily fulfilled, whichever occurs first. The College/University and School District will jointly determine whether to continue the program no later than September 1, 2019

VI. CANCELLATION. This contract may be canceled by the College/University or School District at any time, with or without cause, upon thirty (30) days written notice to the other party.

VII. AUTHORIZED REPRESENTATIVE.

College/University's Authorized Representative for the purposes of administration of this contract is: **Dean of Academics.**

School Districts Authorized Representative for the purposes of administration of this contract is: **Principal, High School**

VIII. ASSIGNMENT. Neither party shall assign or transfer any rights or obligations under this contract without the prior written consent of the other party. Such consent shall not be unreasonably withheld.

IX. AMENDMENTS. Any amendments to the contract shall be in writing, and shall be executed by the same parties who executed the original contract, or their successors in office.

X. LIABILITY. School District shall indemnify, save, and hold College/University, its representatives and employees harmless from any and all claims or cause of action, including all attorneys' fees incurred by the College/University, arising from the performance of this contract by the School District or School District's agents or employees. This clause shall not be construed to bar any legal remedies the School District may have for the College/University/s failure to fulfill its obligations pursuant to this contract.

XI. COLLEGE/UNIVERSITY AUDITS. The books, records, documents, and accounting procedures and practices of the School District relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.

XII. DATA PRACTICES ACT. School District shall comply with the Minnesota Data Practices Act, as it applies to all data provided by the College/University in accordance with this contract, and as it applies to all data, created, gathered, generated or acquired in accordance with this contract.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

1. SCHOOL DISTRICT:

Recommended:

By:
Title:
Date

2. MINNESOTA STATE COLLEGES AND UNIVERSITIES:

Recommended:

By:
Title: Program Director/Dean
Date

Approved:

By:
Title: V.P. for Finance & Administration
Date

3. AS TO FORM AND EXECUTION:

By:
Title: Office Administrator
Date