

Minnesota State

Community and Technical College

June 7, 2018

We appreciate the opportunity to partner with your district to provide concurrent enrollment courses for the 2018-19 academic year. We hope your students will enjoy their educational journey with M State!

The Minnesota State system (formerly MnSCU) is phasing in a consistent and sustainable pricing structure for concurrent enrollment programs system-wide, so there will be a modest increase in M State Concurrent Enrollment Program course fees next year, however there is no longer a fee for additional sections of the same course.

The 2018-19 academic year fee structure is as follows:

\$2,200 per course for the first section

\$0 per additional section with the same instructor

Attached is your 2018-19 Concurrent Enrollment Program Memorandum of Agreement. Please enter your district's name in the highlighted box on page 1 and sign the last page. Scan a copy of the agreement to katie.tysdal@minnesota.edu, or mail:

M State
1414 College Way
Fergus Falls, MN 56537
Attn: Katie Tysdal

M State is committed to the highest quality service and experience for your district. Please contact us if you have any questions or comments about M State's Concurrent Enrollment Program, or if there are other ways we can work together to find innovative solutions to give your students access and exposure to college and career ready experiences.

Sincerely,



Jill Abbott
Associate Vice President of Academics
218.846.3796
jill.abbott@minnesota.edu



Megan Adamczyk
K12 Collaboration Manager
218.846.3867
megan.adamczyk@minnesota.edu



M|State

Detroit Lakes
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Detroit Lakes, MN 56501-2698
218.846.3794 fax

eCampus
ecampus@minnesota.edu

Fergus Falls
1414 College Way
Fergus Falls, MN 56537-1000
218.736.1510 fax

Moorhead
1900 28th Avenue South
Moorhead, MN 56560-4899
218.299.6810 fax

Wadena
405 Colfax Avenue Southwest
Wadena, MN 56482-1447
218.631.7901 fax

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Toll Free: 877.450.3322

minnesota.edu



**Concurrent Enrollment Program
Memorandum of Agreement with**

2018-2019 ACADEMIC YEAR

THIS AGREEMENT, which shall be interpreted pursuant to the Laws of the State of Minnesota, is entered into between the Board of Trustees of the Minnesota State Colleges and Universities on behalf of **Minnesota State Community and Technical College** (the "College/University") and [REDACTED] (the "School District").

WITNESSETH THAT:

WHEREAS, the Board of Trustees of the Minnesota State Colleges and Universities is authorized by Minnesota Statutes, Chapter 136F, and the Post Secondary Enrollment Options Act, Minnesota Statutes, Section 123.3514, Subd. 4e to enter into an agreement with a school board for secondary or post secondary nonsectarian courses to be taught at a secondary school by secondary school faculty, and has delegated that authority to the College/University; and

WHEREAS, Minnesota Statutes Sections 123.33, Subd. 7 and 123.3514, Subd. 4e authorizes the Board of the School District to enter into an agreement with a post-secondary institution for secondary or post-secondary nonsectarian courses to be taught at a secondary school by secondary school faculty; and

WHEREAS, the College/University and the School District are desirous of cooperating to furnish Post-Secondary Enrollment Options Act ("PSEO") coursework taught by secondary school faculty in the School District's secondary schools.

NOW, THEREFORE, it is mutually agreed by and between the parties:

I. COLLEGE/UNIVERSITY RESPONSIBILITIES

- A. The College/University, which is approved by the North Central Association of Colleges and Secondary Schools, is responsible for providing PSEO coursework leading to a degree. The College/University agrees to provide PSEO courses at secondary schools in the School District in accordance with this agreement and with Minnesota State Colleges and Universities Board of Trustees Policy 3.5, Post Secondary Enrollment Options.
- B. The College/University shall provide faculty mentors to the secondary school faculty teaching PSEO courses at the School District's secondary schools to ensure that the courses are taught at the collegiate level.
- C. The College/University shall only offer courses for PSEO students that are approved through the College/University curriculum process. PSEO students shall not be offered developmental courses or other courses that are not college level. A developmental course means a post-secondary course taken to prepare a student for college-level work and for which the College/University does not grant credit or which cannot be used to meet degree, diploma, or certificate requirements.

II. SCHOOL DISTRICT RESPONSIBILITIES

- A. The School District agrees to offer PSEO courses provided by the College/University to students enrolled in the School District's secondary schools. Actual course offerings will be determined in accordance with paragraph III of this Agreement.
- B. The School District will provide its faculty to teach PSEO courses at secondary schools in the School District. All such faculty will remain employees of the School District with terms and conditions of employment determined by applicable School District collective bargaining agreements and personnel policies. The School District further agrees that any faculty who teach College/University courses will meet the minimum academic preparation and qualifications requirements in the current collective bargaining agreement between the State of Minnesota and the College/University Faculty Association.

III. MUTUAL RESPONSIBILITIES

- A. The College/University and the School District agree to discuss on an annual basis the actual PSEO course offerings to be provided by the College/University in the School District's secondary schools. Assignment of instructional staff shall also be discussed at this time.
- B. The College/University and the School District assume joint responsibility for the orientation of School District faculty who provide instruction of PSEO courses. This orientation shall include, but not be limited to, review of College/University program requirements, academic policies, course content and syllabi, and reporting requirements.
- C. Staff from the College/University and the School District will communicate regularly regarding planning, development, implementation, and evaluation of the activities covered by this Agreement.
- D. All PSEO students enrolled in post-secondary courses at the School District's secondary schools shall be expected to perform to the standards to which the College/University's non-PSEO students are held accountable.
- E. All PSEO courses shall be discrete college or university level courses that do not simultaneously enroll PSEO and non-PSEO high school students.

IV. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The College's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes section 3.732 et seq., and other applicable law.

V. TERM OF AGREEMENT

This Agreement is effective on July 1, 2018, and shall remain in effect until June 30, 2019. This Agreement may be terminated by either party at any time upon ninety (90) days' written notice. Such termination shall not become effective with respect to students then enrolled in PSEO courses provided by

the College/University at the School District's secondary schools.

VI. FINANCIAL CONSIDERATION AND TERMS OF PAYMENT

The School District shall make payment to the College/University for courses in the following manner:

\$2,200 per course
\$0 per additional section of the same course with the same instructor*

A section is determined by either the class size cap arrived at through college policy and procedure or by the limitations of the high school facility. The college has defined a maximum class size for each course offering. If a district offers the same course with different teachers, they will be billed as separate courses.

Please note, new course offerings are contingent on: a) faculty mentor availability; b) student enrollment; and c) concurrent course selection.

In accordance with Minn. Stat. 123.3514, Subd. 6c(b), payment for a course shall not exceed the cost to the College/University that is directly attributable to providing that course.

The School District shall make payment within 45 days after the College/University has presented invoices for services rendered. The College/University shall present invoices on a monthly/quarterly/biweekly basis.

VII. AMENDMENTS

Any amendments to this Agreement shall be in writing and signed by the authorized officers of each party.

VIII. ASSIGNMENT

Neither the College/University nor the School District shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

IX. STATE AUDIT

The books, records, documents, and accounting procedures and practices of the School District relevant to this agreement shall be subject to examination by the College/University and the Legislative Auditor.

X. WORKERS' COMPENSATION

In accordance with the provisions of Minnesota Statutes section 176.182, the College/University affirms that the School District has provided acceptable evidence of compliance with the workers' compensation insurance coverage requirements of Minnesota Statutes 176.181, Subd. 2.

XI. DATA PRACTICES

The School District agrees to comply with the Minnesota Data Practices Act as it applies to all data provided by the College/University in accordance with this agreement and as it applies to all data created,

gathered, generated, or acquired in accordance with this agreement.

XII. ADA COMPLIANCE

The School District agrees that in fulfilling the duties of this contract, the School District is responsible for complying with P.L. 101-336 Americans with Disabilities Act of 1990, 42 U.S.C., Section 1210, et seq. and regulations promulgated pursuant to it. The COLLEGE/UNIVERSITY IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

XIII. OTHER PROVISIONS

IN WITNESS THEREOF, the parties have caused this Agreement to be executed intending to be bound thereby

High School Name: _____

College: Minnesota State Community and
Technical College (M State)

School District: _____

Name: _____

Name: Jill Abbott, Ed.D.

Signature: _____
(authorized signature)

Signature: Jill Abbott

Title: _____

Title: Associate Vice President of Academics

Date: _____

Date: 6/7/2018