



**State of Minnesota
Minnesota State Colleges and Universities
Central Lakes College
College in the Schools/Concurrent Enrollment Agreement
2019-2020 Academic Year
(Updated April 2019)**

THIS COLLEGE IN THE SCHOOLS/CONCURRENT ENROLLMENT 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 (hereinafter "Minnesota State"), on behalf of CENTRAL LAKES COLLEGE (hereinafter "COLLEGE"), and Verndale High School (hereinafter "HIGH SCHOOL").

WHEREAS: COLLEGE is an autonomous college in the Minnesota State system.

WHEREAS: HIGH SCHOOL is affiliated with ISD 818 and

WHEREAS: it is understood that the HIGH SCHOOL, acting under the authority of its school district, and COLLEGE, respectively, need to act at times jointly and at times severally, as appropriate to the circumstance, with respect to this agreement; and

WHEREAS: COLLEGE is desirous of offering college level classes to HIGH SCHOOL through a program known as the Post-Secondary Options Program (hereinafter "PSEO"), a component of which provides for college-level classes to be offered at high schools, known as the College in the Schools/Concurrent Enrollment Program (hereinafter "CIS/CEP"); and

WHEREAS: HIGH SCHOOL is desirous of receiving college courses which meet transfer criteria to colleges and universities within Minnesota State, and when appropriate technical courses which meet transfer criteria to vocational/technical colleges within Minnesota State and services from COLLEGE through the CIS/CEP; and

WHEREAS: it is understood that the goals of the CIS/CEP can best be accomplished if HIGH SCHOOL and COLLEGE, collaboratively establish long term working relationships to develop and improve delivery of services to the high school students and:

WHEREAS: The governing policies of the CIS/CEP program and this agreement are established by law and the Minnesota State Board of Trustees, which include the following general provisions that are considered to be minimum requirements (Minnesota State Policy, Chapter 3 Section 5):

Definitions

Post-Secondary Enrollment Options Program or "PSEO". The PSEO program is established by Minnesota Statutes section 124D.09 to "promote rigorous educational pursuits and provide a wider variety of options for students." Through PSEO, high school students may earn both secondary and post-secondary credit for college or university courses completed on a college or university campus, at a high school, or at another location.

PSEO College in the Schools/Concurrent Enrollment Course (College in the Schools). A PSEO concurrent enrollment course is a college or university course made available through the PSEO program, offered through a secondary school, and taught by a secondary teacher.

Post-Secondary Enrollment Options Expectations

Minnesota State shall provide opportunities for students to participate in the PSEO Program. Students shall be admitted according to criteria that promote progress through college-level coursework and that augment their continued academic growth consistent with board policies and system procedures.

Enrollment on campus. Enrollment of PSEO students in courses on a college or university campus or in online classes taught by CLC College Employees shall be allowed on the basis of available space as defined by the college or university.

Compliance with standards. Colleges and universities shall require PSEO conduct standards.

Developmental courses. Colleges and universities shall not enroll students in developmental courses through PSEO.

And:

WHEREAS: HIGH SCHOOLS and Colleges wish to enter into this agreement through their respective agents for the delivery of CEP courses, which would be of mutual benefit:

NOW, THEREFORE, it is agreed:

I. Duties of each participating COLLEGE and HIGH SCHOOL

A. COLLEGE'S Duties. COLLEGE shall:

Ensure that the Director of Concurrent Enrollment/and CIS Enrollment Coordinator:

- Provide necessary registration, withdrawal, and drop-add information.
- Provide student orientation sessions at the local high school when requested, provide print and/or electronic materials with information that informs them about the academic and student support services available to all students at the college and outlines their responsibilities, including their responsibility to communicate with their high school about their academic progress in courses offered through PSEO (Minnesota State Policy, Chapter 3.5.1 Part 3 Subpart A).
- Provides the necessary Withdrawal and Drop-Add online process.
- Maintains records documenting each CIS/CEP course.
- Provides evaluation tools to faculty, counselors, principals and superintendents for the purpose of evaluating each college faculty collaborator as well as the program in general.

Ensure that the COLLEGE assessment coordinator:

- Provides the means for college course placement assessment testing.

Ensure that the COLLEGE records office:

- Creates course lists and grade sheets or makes them available online through e-services.
- Makes appropriate record adjustments for students in accordance to Drop/add and Withdrawal policies.
- Makes grades available to student within three weeks after the course ends and grades are reported by the instructor.
- Provides student official transcripts upon receipt of online request.
- Maintains college course records for high school students and awards college credit for successfully completed courses.

Ensure that each COLLEGE faculty collaborator:

- Supports the high school CIS/CEP teachers, giving additional time and attention to teachers new to the program.
- Initiates an initial communication with new high school teachers.
- Collaborates with the high school CIS/CEP teacher to clarify the approved college course outline and to create a course syllabus for the CIS/CEP course.
- Reviews course textbook options with CIS/CEP teacher, provide college text information and/or exam copies of the text if requested, and provides course outlines, sample syllabi, sample exams, sample assignments, and assignments for the CIS/CEP teacher's use if requested.
- Provides teachers who have taught the course previously with copies of new course outlines, new calendars, schedules or other information as courses change.
- Collaborates with high school CIS/CEP teachers to assure that required Student Learning Assessment activities take place, including any departmental exams and assessments.
- Provides assistance to access college course lists through e-services and Star ID# log-in to the high school CIS/CEP teacher if requested.
- Visits the class during the semester to observe teaching and student response to instruction, meeting with the teacher before and/or after each classroom observation. Classes taught by high school CIS/CEP teachers who have taught the course previously will be visited once at a minimum, while classes taught by high school CIS/CEP teachers who have not taught the course previously will be visited twice at a minimum. If distance or scheduling prevent an in person visit, a web-based/telepresence meeting can suffice.
- Offer to guest lecture or co-teach once or twice during the semester if agreed upon by the high school teacher.
- Review selected student graded assignments, tests and papers if requested to do so.

- Engages in an on-going dialogue (face-to face, ITV, on-line, by telephone, etc.) with the high school CIS/CEP teacher not less than once per term and is available to the high school teacher by phone, email, or other means to offer assistance/guidance as requested and work with the CIS/CEP teacher to ensure that the course meets the learning outcomes contained in the course outline approved by the college and that the students are held to college-level standards (Minnesota State Policy, Chapter 3.5.1 Part 4 Subpart D Number1).
- Provide assistance to CIS/CEP teachers to access the COLLEGE Library and D2L Brightspace online systems as requested.
- Extends to high school CIS/CEP teachers, invitations to participate in appropriate campus-based faculty development activities (Minnesota State Policy, Chapter 3.5.1 Part 4 Subpart D Number 2).
- Submit to the COLLEGE CIS/CEP Director and appropriate COLLEGE Academic Dean, a brief final written report at the end of the semester for each CIS/CEP course assigned summarizing the collaborative activities and discussing ways the experience may be improved for everyone involved. It is important to remember that the goal of collaboration is for the two instructors to discuss the course and share information about content, college-level expectations, instructional methodology, and changes in the field of study. It is designed to allow two professional educators to have a formal opportunity to engage in a professional discussion. It is not the purpose of this collaboration to evaluate the instructor or of the quality of the teaching and learning of the course. All faculty evaluations will remain the responsibility of their respective institutions.

B. HIGH SCHOOLS DUTIES. The HIGH SCHOOL shall:

Ensure the following program logistics:

- Provide general information about CIS/CEP to all sophomores and juniors enrolled in their high school (MN Statutes 2004, Section 124D.09, and Subdivision 7).
- Provide the concurrent enrollment courses for the following academic year to the COLLEGE CEP/CIS coordinator.
- Have students who plan to take a CIS/CEP course the following year each complete the COLLEGE Application Form, Accuplacer Assessment, and high school transcript.
- Send the completed forms to the COLLEGE CIS/CEP Enrollment Coordinator or designee.
- Send enrollment lists to COLLEGE CIS/CEP Enrollment Coordinator by 9/30 for fall term and 2/15 for spring term.
 - (1) The enrollment list for each CIS/CEP course offered shall include the full name of each student who plans to enroll in the course with the understanding that in order to be listed the student meets the criteria to be eligible for participating in a CIS/CEP course (see Student Qualifications section).
 - (2) In order to register for a course, all students must complete an Online Application, possess eligible placement scores, and submit a high school transcript.
- Assist in student compliance with the Drop-Add and Withdrawal Policies (see "Other Provisions" section), sign off on online form as student advisor, and submit to COLLEGE CIS/CEP coordinator.
- To the extent possible, provide counseling services to students and their parents or guardian before students enroll in CIS/CEP courses. This ensures that the students and their parents or guardian are fully aware of the risks and possible consequences of enrolling in CIS/CEP courses.
- Provide all textbooks and other instructional materials/equipment required for the course as these are described in the course syllabus.

Ensure the following course scheduling requirements:

- The total enrollment (CIS/CEP students and non-CIS/CEP students combined) must not exceed the course maximum established by the COLLEGE.
- With permission from the HIGH SCHOOL, eligible community members may pay tuition to the college and participate in the course. They will be counted toward the minimum number of students.
- CIS/CEP courses should be scheduled at times not normally used for school sports and activities to minimize absences due to school related activities.
- At minimum of 51% of students enrolled in a high school CIS/CEP course must be taking the course for college credit. Exceptions must be approved in advance by the COLLEGE. Failure to comply may jeopardize the continuation of offering the CIS course for the following academic year.

- Provide a list annually to the CIS Director no later than June 1 of CIS/CEP courses offered at the high school that have both concurrent enrollment students and non-concurrent enrollment (high school credit only).

Ensure that each high school CIS/CEP teacher does the following:

- Attend CIS new instructor orientation prior to teaching the CIS course.
- Creates a course syllabus for the CIS/CEP course in collaboration with the college faculty. (see CIS Syllabus checklist for required information) A copy of the CIS syllabus MUST be submitted to the CIS/CEP Collaborator prior to the start of the course. This syllabus is to be provided to each CIS student on the first class day.
- Works to ensure each CIS/CEP course is equivalent in content and rigor to the same course offered on the college campus and covers all elements of the common course outline. If CIS instructor is asked in advance, s/he will provide documentation such as copies of quizzes, exams, and completed homework assignments that are examples of student A-level work, B-level work and C-level work. A student's grade in a course is to be based on their academic performance on assignments and tests. Testing will cover the full curriculum of the courses and if there are COLLEGE departmentally-required exams, the CIS instructor will comply in administering the exams.
- Assigns final letter grades to each student on the class list immediately after the semester ends.
- All CIS grades must be entered into e-services within three days of the course ending.

Ensure that each high school administrator does the following:

- The high school administrator ensures that CEP students are held to the same grading standards as those expected of students in on campus sections and CIS/CEP students are assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in on campus sections.

II. REQUIREMENTS

The following is to be understood and agreed to by both the HIGH SCHOOL and COLLEGE:

CIS/CEP Instructor Qualifications

- For Liberal Arts Transfer Courses, it is preferred that high school CIS/CEP teachers hold a Master's Degree in field or a Master's Degree + 18 graduate credit hours related to the discipline in which he or she is teaching. However, a Bachelor's Degree and discipline specific graduate or undergraduate coursework or some combination of extensive teaching and relevant coursework will be considered. In Technical Disciplines a mix of formal academic preparation and discipline-specific work experience will be considered.
- The CIS/CEP HIGH SCHOOL shall complete the CIS application form and forward copies of undergraduate and graduate transcripts, a resume, and a cover letter explaining why the teacher is capable of teaching this/these college-level course(s) to the COLLEGE CIS/CEP Director. Repeat teachers need to submit updated documentation as they further their education and/or gain discipline-specific work experience.
- Each high school teacher selected to teach a CIS/CEP course requires the approval of the teacher's principal and of the college including a review of the CIS/CEP Teacher's Credentials by the appropriate college faculty (per Minnesota State Policy, Chapter 3.5.1 Part 4 Subpart C).

CIS/CEP Instructor Non-Compliance Policy for Professional Development

All CIS instructors are expected to attend annual professional development to stay informed of college expectations as they relate to current course content and rigor. CIS Instructors **are expected** to attend the annual discipline-specific workshop to stay in compliance with the policy.

The Director of Concurrent Enrollment maintains documentation of annual CIS professional development participation for all CIS Instructors. The Director conducts an annual compliance review and notifies those CIS instructors who are in danger of non-compliance with the participation policy.

In the event a CIS instructor misses the annual professional development workshop and has not made arrangements to meet individually with the faculty collaborator prior to the start of the term, the following will result:

1. The faculty collaborator will contact the CIS instructor to coordinate a meeting. An individual meeting between the faculty collaborator and CIS instructor will serve as a substitute (on a one-time-basis) for

the annual professional development workshop. The primary focus of the meeting will be to review discipline-specific expectations related to course content and rigor.

2. If the CIS instructor is unable to meet with the faculty collaborator, cancels the meeting, or is unwilling to find a time to meet, the Director will advise the High School Administrator and CIS instructor that his/her course is in jeopardy of being cancelled. The CIS instructor will then be responsible for contacting the faculty collaborator to schedule a meeting and report back to the Director with the meeting specifics.
3. If the instructor misses the annual professional development workshop and DOES NOT meet with the faculty collaborator prior to the start of the succeeding academic year, the instructor will be put on probation for a one-year period. During the probationary period, the CIS instructor MUST meet with the faculty collaborator and attend the next professional development workshop. The high school principal and collaborator will both be informed of the probationary period and consequences of non-compliance.
4. If, at the end of the year of probation the instructor is still non-compliant, the CIS course is cancelled and the instructor is no longer considered a CIS instructor for that course.

NOTE: If an instructor has been approved to offer CIS courses in more than one discipline, workshop attendance is tracked for each discipline. Cancellation of one CIS course due to non-compliance does not automatically cancel other CIS courses.

CIS/CEP Instructor Non-Compliance Policy for Course Content

All CIS instructors are expected to adhere to the CLC common course outline content, academic rigor, and assessment components. Non-compliance occurs when any of the outlined CIS course content expectations are not adhered to.

If the faculty collaborator has significant concerns regarding a CIS instructor's adherence to the course content, academic rigor, and/or assessment components, the instructional issues will be addressed on a case-by-case basis, with the goal of assisting the CIS instructor to correct the concerns.

1. The faculty collaborator's concerns will be documented in writing in the site visit report and sent to the Director of Concurrent Enrollment. The written documentation will be kept in the CIS Program's Master Files.
2. The Director will contact the high school administrator to coordinate a meeting with the CIS instructor, faculty collaborator, the Director, and high school administrator to discuss instructional concerns and develop an action plan.
3. The faculty collaborator will follow up with the CIS instructor, either through another meeting or through a classroom observation, to determine if the concerns outlined in the action plan have been addressed and resolved.
4. If, after thorough consultation and careful consideration, the Director of Concurrent Enrollment, the faculty collaborator, and the Academic Dean determine that the course does not maintain college quality, the Director will cancel the course for the subsequent academic year and the instructor will lose his/her status as a CIS instructor in that discipline. The high school administration will be informed of the College's decision, and Director will work with the high school to identify another instructor, if appropriate.

NOTE: If an instructor has been approved to offer CIS courses in more than one discipline or course, the faculty collaborator for each area will assess adherence to course content. Cancellation of one CIS course due to non-compliance does not automatically cancel other CIS courses.

Student Enrollment Requirements

- Eligible students are juniors with at least a 3.0 GPA and seniors with at least 2.5 GPA and
- Eligible students must meet one of the following:
 - have a minimum test score of the ACT
 - meet or exceed the Accuplacer Reading and Math cut scores
 - meet or exceed qualifying MCA test scores
- Meet or exceed the prerequisites for designated CIS/CEP courses.
- 9th and 10th grade students are eligible provided their enrollment doesn't exclude qualifying juniors or seniors, and they
 - receive prior written approval from a high school instructor and administrator OR
 - achieve 90% or higher on a nationally normed test

Students Not Meeting Admissions Requirements:

- Students not meeting one or more of the Admissions Requirements listed above may appeal by providing other documentation of readiness to perform college-level work for review and approval by the CLC Appeals Committee. Online appeals must include: The name of the student, student contact information and the name of high school, the concurrent enrollment class/classes the student wishes to take and a recommendation from the High School Counselor, and/or CEP/CIS faculty stating why the student should be allowed into the class.

Student Academic Standing requirements:

- PSEO Students (including Concurrent Enrollment Students) must maintain a 2.0 GPA and a course completion rate of 67% to remain eligible to enroll in future courses.
- PSEO students, taking courses on the CLC campus, who have not maintained a 2.0 GPA and a 67% course completion rate, will be required to return to their high schools. PSEO students, taking concurrent courses at their high school, who have not maintained a 2.0 GPA and a 67% course completion rate for two semesters, will not be eligible to enroll in future concurrent course offerings.

Student Registration/Enrollment Requirements

- Potential CIS/CEP students shall inform the high school in a timely manner of their intent to enroll in CIS/CEP courses during the following year.
- Potential CIS/CEP students must return to their high school guidance counselor their completed online application form.
- Potential CIS/CEP students must indicate the courses in which they intend to enroll by way of the high school's designated registration system.
- The COLLEGE Drop-Add and Withdrawal Policy applies to enrolled CIS/CEP students. It is understood that adjustments will be made to the student record by the colleges records office in accordance to the drop/add and withdrawal policies outlined below:

III. CONSIDERATION AND TERMS OF PAYMENT.

- A. Consideration for all services performed by COLLEGE pursuant to this Agreement shall be paid by the HIGH SCHOOL as follows:

HIGH SCHOOL will pay \$2500 for each CIS/CEP Course offered per semester. Multiple sections of the same course taught by the same instructor during the same semester will not incur an additional fee. This includes online courses. For CIS/CEP courses utilizing CIS Team Teaching, the HIGH SCHOOL will pay \$5000 *per section* per semester.

- B. Terms of Payment. Payment shall be made by HIGH SCHOOL within 30 days after the COLLEGE has presented invoices for services performed to the HIGH SCHOOL. Invoices for course fees, course deficiency payments, and supplemental services shall be calculated once each academic term with the invoice to be submitted to the appropriate high school no later than October 15 for fall term and March 15 for spring term.

- IV. TERMS OF AGREEMENT. This agreement shall be effective July 1, 2019, or upon the date that the final required signature is obtained by COLLEGE, whichever occurs later, and shall remain in effect until June 30, 2020, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

- V. CANCELLATION. This Agreement may be cancelled during its term only by mutual agreement between HIGH SCHOOL and COLLEGE. In the event of such a cancellation, COLLEGE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

VI. AUTHORIZED REPRESENTATIVES.

Each Authorized Representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this Agreement.

- A. For collective actions, HIGH SCHOOL Authorized Representative for the purposes of administration of this Agreement is: Paul Brownlow, Superintendent
- B. For individual actions, the Authorized Representative of the COLLEGE for the purpose of administration of this agreement is as follows: CENTRAL LAKES COLLEGE, Paul Preimesberger, Dean of Enrollment Management and Student Success, Central Lakes College, 501 West College Drive, Brainerd, MN 56401

VII. ASSIGNMENT. Neither the COLLEGE nor the HIGH SCHOOL may assign nor transfer any rights or obligations under this Agreement without the prior written consent of the other party.

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

X. LIABILITY. HIGH SCHOOL agrees to indemnify and save and hold COLLEGE, their representative and employees, harmless from any and all claims or causes of action arising from the performance of this contract by the HIGH SCHOOL or the HIGH SCHOOL agents or employees. This clause shall not be construed to bar any legal remedies the HIGH SCHOOL may have for COLLEGE failure to fulfill their obligations pursuant to this contract.

XI. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE. HIGH SCHOOL agrees that in fulfilling the duties of this contract, HIGH SCHOOL is responsible for complying with the applicable provisions of the Americans with Disabilities ACT, 42 U.S.C. Section 12001, et seq. and regulations promulgated pursuant to it. COLLEGE is not responsible for issues or challenges related to compliance with the ADA beyond their own routine use of facilities, services, or other areas covered by the ADA.

XII. GOVERNMENT DATA PRACTICES ACT. HIGH SCHOOL must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 as it applies to all data provided by COLLEGE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the HIGH SCHOOL in accordance with this contract. The civil remedies of Minnesota Statutes Section 13.08, apply to the release of the data referred to in this Article by either HIGH SCHOOL or COLLEGE.

In the event a HIGH SCHOOL receives a request to release the data referred to in this Article, the HIGH SCHOOL must immediately notify the appropriate COLLEGE. COLLEGE will give HIGH SCHOOL instructions concerning the release of the data to the requesting party before the data is released.

XIII. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS. Each COLLEGE shall own all rights, including all intellectual property rights, in all original materials including any curriculum materials, inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically or magnetically recorded materials and other work in whatever form, developed by COLLEGE and its employees and contractors individually or jointly. Materials developed jointly between any college employee and/or contractor and any HIGH SCHOOL employee in the performance of its obligations under this contract shall be jointly owned by COLLEGE and HIGH SCHOOL. Materials developed individually by any HIGH SCHOOL employee in performance of his/her duties under this contract shall belong to HIGH SCHOOL; however, COLLEGE shall have a non-exclusive, unrestricted right to use such materials in the future. This provision shall not apply to materials developed by the COLLEGES, their contractors and/or employees, or those developed by the HIGH SCHOOL or any HIGH SCHOOL employee prior to the existence of this contract.IV. PUBLICITY. Any publicity given the program, publications, or services provided resulting from this Agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the HIGH SCHOOL or its employees individually or jointly with others, or any subcontractors shall identify the COLLEGE as the sponsoring agency and shall not be released prior to approval by the COLLEGE authorized representative.

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

APPROVED:

1. HIGH SCHOOL DISTRICT

| |
|---------------------------|
| By (authorized signature) |
| Title |
| Date |

2. VERIFIED AS TO ENCUMBRANCE

| |
|----------------------------|
| By (authorized signature) |
| Title Account Clerk Senior |
| Date |

3. CENTRAL LAKES COLLEGE

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| By (authorized signature) |
| Title Vice President of Academic & Student Affairs |
| Date |

4 AS TO FORM AND EXECUTION

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| By (authorized college/university/office of the chancellor initiating agreement) |
| Title Vice President of Administrative Services |
| Date |