

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

Mesabi Range College

CONCURRENT ENROLLMENT AGREEMENT

2020-2021 Academic Year

THIS 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 MESABI RANGE COLLEGE (hereinafter "The COLLEGE"), and Indus High School - South Koochiching-Rainy River, (hereinafter "HIGH SCHOOL(S)").

WHEREAS: The COLLEGE is an autonomous college in the Minnesota State system, which share a President through their respective memberships in the Northeast Higher Education District; and

WHEREAS: HIGH SCHOOLS are affiliated with School District # 363.

WHEREAS: It is understood that the individual members of HIGH SCHOOLS, acting under the authority of their school district, and THE COLLEGE, respectively, need to act at times jointly and at times severally, as appropriate to the circumstance, with respect to this agreement; and

WHEREAS: The COLLEGE is desirous of offering college level classes to HIGH SCHOOLS 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 Concurrent Enrollment Program (hereinafter "CEP"); and

WHEREAS: HIGH SCHOOLS are 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 the COLLEGE through the CEP; and

WHEREAS: It is understood that the goals of the CEP can best be accomplished if individual HIGH SCHOOLS and the COLLEGE, collaboratively establish long-term working relationships to develop and improve delivery of services to the high schools' students; and

WHEREAS: The governing policies of the 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 Board Policy, Chapter 3 Section 5):

Definitions

Post-Secondary Enrollment Options Program or "PSEO". The Post-Secondary Enrollment Options Program is the program 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 postsecondary credit for college or university courses completed on a college or university campus, at a high school, or at another location.

PSEO Concurrent Enrollment Course. 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

The Minnesota State Colleges and Universities shall provide opportunities for students to participate in the Post-Secondary Enrollment Options 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 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 students to perform to the college's or university's academic and student conduct standards.

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

and;

WHEREAS: HIGH SCHOOLS and the COLLEGE 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 coordinator:

- Provides necessary registration, drop-add, and withdrawal information.
- Provides students with information outlining student responsibilities (including their responsibility to communicate with their high school about their academic performance in CEP courses) and describing available academic and student support services. This information, in print or electronic form, may be provided to the high school for subsequent distribution to the students. It may also be available online or through student orientation sessions (Minnesota State Board Policy Chapter 3.5.1 Part 3 Subpart A).
- Provides necessary Student-Parent Agreement and Student Information Forms.
- Provides necessary Drop/Add and Withdrawal Forms.
- Maintains records documenting each CEP course.
- Provides evaluation tools for the purpose of evaluating each college faculty collaborator, as well as the program in general.

Ensure that the assessment coordinator:

- Provides the means for college readiness assessment testing for potential CEP students twice each academic year, in cooperation with HIGH SCHOOL guidance and counseling personnel.
- Makes arrangements for students to take assessment tests on the college campus, when geographically feasible.

Ensure that the records office:

- Creates course lists and grade sheets.
- Makes appropriate record adjustments for students in accordance to Drop/Add and Withdrawal policies.
- Makes grades available to students approximately three weeks after the semester ends.
- Provides student transcripts upon receipt of written request and fee payment.
- 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 CEP teachers, giving additional time and attention to teachers new to the program.
- Initiates an orientation session with new high school teachers and initial contacts with experienced teachers at the time of the CEP assignment (Minnesota State System Procedures Chapter 3.5.1 Part 4 Subpart D Number 1).
- Collaborates with the high school CEP teacher to clarify the approved college course outline and to create a course syllabus for the CEP course.
- Provides current college text information and/or exam copies of the text, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school teacher's use.
- 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 CEP teachers to assure that assessment meets college criteria.
- Provides college course lists and grade sheets to the high school CEP teacher.

- HIGH SCHOOLS will have the option to run courses with enrollment fewer than ten students, but only after consultation with and approval from the providing COLLEGE prior to the start of the semester.
- CEP courses should be scheduled at times not normally used for school sports and activities to minimize absences due to school related activities.

Ensure that each high school CEP teacher does the following:

- Creates a course syllabus for the CEP course in collaboration with the college faculty. This is to be completed and shared with the college collaborator no later than one month prior to the first day of the CEP course. This syllabus is to be provided to each student within a maximum of one week after the first class meeting (Minnesota State Board Policy, Chapter 3.22 Part 3). The syllabus needs to contain the components outlined in the COLLEGE's *Concurrent Enrollment Course Syllabus Guidelines*, and other requirements as may be established by the HIGH SCHOOL.
- Provides the college faculty collaborator with documentation that ensures each CEP course is equivalent in content and rigor to the same course offered on the college campus. This documentation should include 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 course. The college faculty collaborator reserves the right to approve any mid-terms, as well as the final examination. If not approved, the college faculty collaborator must demonstrate that the exam does not evaluate at a college level and/or it is not consistent with the course outline.
- Assigns final, whole letter grades to each student on the class list, which is provided by the college faculty collaborator. This completed grade sheet is to be signed and sent to the college faculty collaborator immediately after the semester ends.

Ensure the following program support:

- Schedule high school CEP teachers so that they are responsible for no more than two CEP courses per semester, unless approved by the Provost of the providing COLLEGE.

II. OTHER PROVISIONS.

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

Teacher Qualifications

- The minimum qualifications for CEP instructors shall be the system established credential fields and minimum qualifications for faculty, as designated in Minnesota State Board Policy 3.32 and System Procedure 3.32.1 College Faculty Credentialing. Exceptions to this requirement must fall under the provisions of the "Timeline & Approval Process for CEP Teacher Professional Development Plans" and the "Professional Development Plan for CEP Teachers" must be used (refer to documents, attached).
- The CEP HIGH SCHOOL shall forward a completed *High School CEP Teacher Application*, copies of transcripts and a resume to the providing COLLEGE's CEP coordinator. Repeat teachers need to submit updated documentation if they further their education and earn credentials to teach in a different discipline.
- Each high school teacher selected to teach a CEP course requires the approval of the teacher's principal and of the college based on the recommendations of its faculty (Minnesota State System Procedures Chapter 3.5.1 Part 4 Subpart E).

Student Admissions Requirements

- Eligible students are juniors with a class rank in the upper one-third of their class and seniors with a class rank in the upper one-half of their class.
- If the high school does not keep class ranking, eligible students are juniors with a score at or above the 70th percentile on a nationally standardized, norm-referenced test and seniors with a score at or above the 50th percentile on a nationally standardized, norm-referenced test.
- If the high school does not keep class ranking and no standardized test score is available, eligible students are juniors with a GPA of 3.00 or better and seniors with a GPA of 2.50 or better. (This is pursuant to Minnesota State System Procedures Chapter 3.5.1 Part 2 Subpart A Number 3, which allows documentation other than that specified above).
- Potential CEP students must participate in assessment testing in reading, English (determined from reading assessment), and mathematics prior to course registration, and CEP students must place at or above college level in reading and English skills. (A student can take this assessment test up to twice each year.)
- Potential CEP students can also meet college-readiness admissions standards by achieving established minimum ACT & SAT

- CEP students must meet the required prerequisites for each course in which they wish to enroll, before their course begins.
- A student who does not meet the admissions standards indicated above may petition for admission to the providing COLLEGE after an admissions review process. This decision is based upon a completed *Student Petition Form* which includes a signed statement by the HIGH SCHOOL Principal. This statement needs to provide evidence of the student's readiness and ability to perform college-level work as well as the indication that the student could benefit from college courses and is recommended for admission.
- All student petitions will be reviewed in accordance to the procedures outlined in the providing the COLLEGE'S admissions review process.

Exceptions Requirements

- A high school that wishes to have a college offer a PSEO concurrent enrollment course to its students, but cannot generate sufficient enrollment to offer that course only to CEP students, may request approval for an exception from the provost of the college. The provost of the college shall approve or deny the request after the appropriate college consultation process (Minnesota State System Procedures Chapter 3.5.1 Part 4 Subpart H). Requests from high schools must be received by July 1 of each year for Fall Semester and December 1 of each year for Spring Semester.
- Enrollment of CEP students in a course will be greater than the enrollment of non-CEP students (Minnesota State System Procedures Chapter 3.5.1 Part 4 Subpart H Number 2a).
- The non-CEP students enrolled in CEP courses must have taken the assessment test. It is not necessary that the student achieve the prerequisite score required by students enrolled to earn college credit.
- Students may choose to be non-CEP students and not receive college credit, even if they are eligible and qualify for the CEP course.

Student Requirements

- Potential CEP students shall inform the high school by March 30 of each year of the student's intent to enroll in CEP courses during the following school year. (This is to assist in planning. A student is not bound by notifying or not notifying the district by this time.) [See Minnesota Statute, 124D.09 Post-secondary Enrollment Options Act, Subd 7.]
- Potential CEP students must return to their high school guidance counselor their completed *Student Information Form* and *Student-Parent Agreement Form*.
- Potential CEP students must indicate the courses in which they intend to enroll by way of the high school's designated registration system.
- The COLLEGE's Drop-Add and Withdrawal Policy applies to enrolled CEP students. It is understood that adjustments will be made to the student's record by the COLLEGE's records office in accordance to the Drop/Add and Withdrawal policies outlined below.

Dropping and Adding a Course

Students may make a change(s) in their course schedules **only** through the fifth (5th) class day of the high school's calendar. Dropped classes do not appear on the student's transcript.

Withdrawal

Students may withdraw from courses after the fifth (5th) class day through the final date for official course withdrawal. The final date for official course withdrawal is the last day on which students may officially terminate their enrollment in a course, and shall be the date on which eighty percent (80%) of the days in the academic semester at the high school have elapsed. For courses not on a standard academic semester schedule, such as those courses "stretched" over both fall and spring semesters, the final date for official course withdrawal shall be established as the date on which eighty percent (80%) of the instructional days for the course have elapsed (Minnesota State Board Policy, Chapter 3 Part 3 Subpart A).

Grades of "W" for withdrawal will be recorded on the student's official transcript. No withdrawals from the courses may be made after the final date for official course withdrawal. Withdrawals that are not officially processed through the CEP coordinator and records office will be recorded on the student's permanent record with a grade of "F".

III. CONSIDERATION AND TERMS OF PAYMENT.

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

HIGH SCHOOLS will pay \$2,750 for each CEP course offered during a semester.

If no CEP course is offered during the Academic Year, no yearly fee is due; however, the HIGH SCHOOL will need to pay any costs incurred by COLLEGE due to the administration of assessment tests. These costs include a per test fee, as well as mileage, food and lodging reimbursements (if applicable), and staff time administering and scoring the tests.

B. Terms of Payment. Payment shall be made by HIGH SCHOOL(S) within thirty (30) days after the COLLEGE has presented invoices for services performed to the HIGH SCHOOL. Invoices for course fees shall be calculated once each academic year with the invoice to be submitted to the appropriate high school no later than May 15.

V. TERMS OF AGREEMENT. This agreement shall be effective August 15, 2020, or upon the date that the final required signature is obtained by the COLLEGE, whichever occurs later, and shall remain in effect until June 15, 2021, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

VII. 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 SCHOOLS' Authorized Representative for the purposes of administration of this Agreement is:

Jeremy Tammi, Superintendent, Indus High School - South Koochiching-Rainy River, School District #363,

B. For individual actions, the Authorized Representative of each COLLEGE for the purpose of administration of this agreement is as follows:

MESABI RANGE COLLEGE: Shelly McCauley-Jugovich, Provost, Mesabi Range College, 1100 Industrial Park Drive, PO Box 648, Eveleth MN 55734

VIII. ASSIGNMENT. Neither the COLLEGE nor the HIGH SCHOOL(S) may assign or 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(S) agree to indemnify and save and hold the COLLEGE, their representatives and employees, harmless from any and all claims or causes of action arising from the performance of this contract by the HIGH SCHOOL(S) or the HIGH SCHOOL(S)' agents or employees. This clause shall not be construed to bar any legal remedies the HIGH SCHOOLS may have for the COLLEGES' failure to fulfill their obligations pursuant to this contract.

XI. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE. HIGH SCHOOL(S) agree that in fulfilling the duties of this contract, HIGH SCHOOL(S) are responsible for complying with the applicable provisions of the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq. and regulations promulgated pursuant to it. The COLLEGE(S) 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(S) must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the 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(S) 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(S) or the 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 COLLEGE. The COLLEGE will give HIGH SCHOOL instructions concerning the release of the data to the requesting party before the data is released.

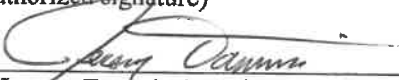
XIII. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS. The COLLEGE shall own all rights, including all intellectual property rights, in all original materials, including any curriculum materials, inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically or magnetically recorded materials, and other work in whatever form, developed by the 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 the 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, the 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 COLLEGE, their contractors and/or employees, or those developed by the HIGH SCHOOL or any HIGH SCHOOL employee prior to the existence of this contract.

XIV. 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 COLLEGES' authorized representative.

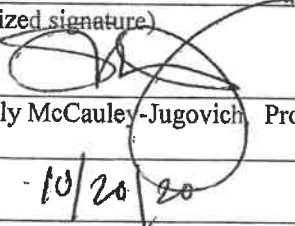
IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

APPROVED:

1. **SCHOOL DISTRICT**

By (authorized signature)

Title: Jeremy Tammi , Superintendent, School District #363
Date

2. **MESABI RANGE COLLEGE**

By (authorized signature)

Title: Shelly McCauley-Jugovich, Provost, Mesabi Range College
Date - 10/20/20