STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

CONCURRENT ENROLLMENT CONTRACT

2025-2026

This contract is by and between *Rock Ridge Public Schools; 1403 Progress Parkway; Virginia, MN 55792* (hereinafter DISTRICT) and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of *Lake Superior College, 2101 Trinity Road, Duluth, MN 55811* (hereinafter MINNESOTA STATE).

WHEREAS, the DISTRICT has a need for a specific service; and

WHEREAS, MINNESOTA STATE, is empowered to enter into contracts pursuant to Minnesota Statutes, Chapter 136F; and

WHEREAS, The Concurrent Enrollment or College in the Schools (CITS) program is available as part of the Post-Secondary Enrollment Option program in accordance with Minn. Stat. § 124D.09 and Minnesota State Board Policy 3.5 which governs the implementation of the Post-Secondary Enrollment Options program by system colleges and universities. Concurrent Enrollment allows high school students to earn both high school and college credit for classes offered through a high school and taught by a high school teacher; and.

NOW, THEREFORE, it is agreed:

- 1. <u>DUTIES OF MINNESOTA STATE</u>. The MINNESOTA STATE agrees to provide the following: **Lake Superior College (LSC) CITS Staff shall:**
 - Lake Superior College will work cooperatively and in partnership with high school personnel and students to process registrations, validate course competencies, and transcribe grades.
 - Adhere to all Minnesota State, Higher Learning Commission (HLC), and National Alliance of Concurrent Enrollment Partnerships (NACEP) policies and standards.
 - Complete credential review process of high school instructors according to guidelines from Minnesota State Colleges and Universities Policy 3.32 found on the MinnState website: https://www.minnstate.edu/system/asa/academicaffairs/cfc/
 - Communicate student eligibility requirements to the school district.
 - Process CITS registrations and send class lists to high school as soon as the registrations are complete.
 - Adjust records for student in accordance with add/drop and withdrawal policies.
 - Maintain registration, waiver, and grade records for all completed CITS classes.
 - Work with each high school to ensure that CITS class lists are correct and that all grades are submitted and transcripted.
 - Provide to CITS students and partners access to online information to include information on LSC's student conduct code, academic and student support services, registration policies, transcript requests, and more.

Lake Superior College Instructor Mentors shall:

- Collaborate with the high school CITS instructor to clarify approved college course outline and outcomes, to create a syllabus for each course, and to verify the syllabus meets college criteria.
- Extend invitations to CITS teachers to participate in appropriate campus-based faculty development activities.

- Meet regularly (face-to-face, email, telephone or via other technology) with high school CITS instructor and monitor assignments, exams, projects, and instructional effectiveness to ensure course meets the learning outcomes in the LSC course outline.
- Make at least one visit per course if requested by the high school instructor.
- Provide current college text information, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school CITS teacher's use.
- Provide instructors who have taught the course previously with copies of new course outlines, new calendars, schedules, or other information as courses change.
- Create records of site visits and course evaluations per NACEP accreditation requirements.
- Support CITS instructors, giving additional time and attention to instructors new to the program.

2. <u>DUTIES OF DISTRICT</u>. The DISTRICT agrees to provide the following:

High School Instructors, Administrators, and Staff shall:

- Ensure students meet minimum CITS eligibility requirements as stated in Lake Superior College policy 3.5: https://www.lsc.edu/policies/3-5-post-secondary-enrollment-option/
- Provide qualified faculty to teach concurrent courses at the high school.
- Provide all needed books, supplies and materials for each course.
- Abide by the policies and procedures (e.g. add/drop, withdraw, course alignment) detailed in the CITS handbooks available at https://www.lsc.edu/become-a-student/college-in-the-schools-handbooks/.
- Notify parents/students of CITS course offerings and student eligibility.
- To the extent possible, provide counseling services to students and their parents/guardian before students enroll in CITS courses to ensure awareness of risks and possible consequences of enrollment.
- Collaborate with LSC staff to administer Accuplacer test to potential CITS students and/or provide relevant test scores or GPA to assure compliance with PSEO eligibility requirements.
- Ensure completion of LSC registration forms and verify class rosters.
- Assign final, whole letter grades to each student on the class rosters provided by LSC's CITS staff and share grades with LSC CITS staff for recording.
- Meet regularly (face-to-face, email, telephone or via other technology) with LSC faculty mentor.
- Collaborate with LSC faculty to align course syllabi, assignments, grading, and assessments and ensure each course meets the LSC learning outcomes.
- Provide LSC CITS staff with a copy of each course's syllabus for transfer purposes.
- Assist LSC staff in administering course evaluations for each CITS course in keeping with NACEP accreditation requirements.
- Participate in professional development opportunities offered by LSC in keeping with NACEP accreditation requirements.

3. CONSIDERATION AND TERMS OF PAYMENT.

- a. Consideration for all services performed and goods or materials supplied by MINNESOTA STATE pursuant to this contract shall be paid by the DISTRICT as follows: The DISTRICT shall pay Three thousand and 00/100 dollars (\$3,000.00) per course per teacher. If one teacher teaches multiple sections, it is one fee; if more than one teacher is assigned to separate sections of the same course, there is an additional fee to be paid by the DISTRICT of Three thousand and 00/100 dollars (\$3,000.00) per teacher. The billing date for courses is October 31, 2025 with payment by the DISTRICT due 30 days later. (See attachment A for course and cost details).
 - There is no cost to the student.
- b. <u>Terms of Payment</u>. LAKE SUPERIOR COLLEGE will bill for courses by October 31, 2025 with payment by DISTRICT due 30 days later.

- 4. <u>TERM OF CONTRACT.</u> This contract shall be effective on *July 1, 2025*, or upon the date that the final required signature is obtained by MINNESOTA STATE, whichever occurs later, and shall remain in effect until *June 30, 2026* or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.
- 5. <u>CANCELLATION</u>. This contract may be canceled by the DISTRICT or MINNESOTA STATE at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the MINNESOTA STATE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

6. AUTHORIZED REPRESENTATIVES.

a. The DISTRICT'S Authorized Representative for the purposes of administration of this contract is:

Name: Dr. Noel Schmidt Title: Superintendent

Address: 1403 Progress Parkway; Virginia MN 55792

Telephone: 218-742-3901

E-Mail: noel.schmidt@rrps.org

b. MINNESOTA STATE 'S Authorized Representative for the purposes of administration of this contract is:

Name: Stephanie Wainionpaa

Title: College in the Schools Director

Address: 2101 Trinity Road, Duluth MN 55811

Telephone: 218-733-5916

E-Mail: stephanie.wainionpaa@lsc.edu

Each authorized representative shall have final authority for acceptance of services of the other party and shall have responsibility to ensure that all payments due to the other party are paid pursuant to the terms of this contract.

- 7. <u>ASSIGNMENT</u>. Neither the DISTRICT nor MINNESOTA STATE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.
- 8. <u>LIABILITY</u>. 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 STATE's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes sections 3.732 and 3.736, et seq., and other applicable law.
- 9. <u>AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA")</u>. The DISTRICT is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. MINNESOTA STATE 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.
- 10. <u>AMENDMENTS</u>. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.
- 11. <u>GOVERNMENT DATA PRACTICES ACT.</u> The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The DISTRICT and MINNESOTA STATE must comply with the Minnesota

Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the DISTRICT in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the DISTRICT or MINNESOTA STATE. In the event the DISTRICT receives a request to release the data referred to in this clause, the DISTRICT must immediately notify MINNESOTA STATE. MINNESOTA STATE will give the DISTRICT instructions concerning the release of the data to the requesting party before the data is released.

The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

- 12. <u>JURISDICTION AND VENUE</u>. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- 13. <u>STATE AUDITS</u>. The books, records, documents, and accounting procedures and practices of the DISTRICT relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.
- 14. <u>FORCE MAJEURE</u>. No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.
- 15. OTHER PROVISIONS. (Attach additional page(s) if necessary): NONE.

The rest of this page intentionally left blank. Signature page to follow.

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

APPROVED:

1. MINNESOTA STATE COLLEGES AND UNIVERSITIES

Lake Superior College

By (authorized signature)
Linda Kingston
Title President
Date 09/08/2025

2. DISTRICT certifies that the appropriate person(s) have executed the contract on behalf of DISTRICT as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature)
Title
Date

3. AS TO FORM AND EXECUTION: Lake Superior College

By (authorized college/university/system office				
initiating agreement)				
Title				
Data				
Date				

Attachment A - 2025-2026 LSC CITS COURSES

The following courses will be covered under this Concurrent Enrollment Agreement:

Course	Course Title	Cr	HS Instructor	Term
BIOL 1170	Microbiology	3	Strasser, Tim	Fall

Cost: \$3,000.00

Rock Ridge Public School District

District Name Rock Ridge High School

District # 2909 **CITS Contact** Alice Pelton

CITS Contact Email Alice Pelton@rrps.org

Principal Scott Manni

Principal EmailScott.manni@rrps.orgSuperintendentDr. Noel SchmidtSuperintendent Emailnoel.schmidt@rrps.org