



MADISON COLLEGE

Early College Achievement Program (ECAP)
Early College Programs & Workforce Strategy
Dual Credit Course Contract

2019-20 Academic Year

Contract Agreement for Education Services
between
MADISON AREA TECHNICAL COLLEGE
and
RIVER VALLEY SCHOOL DISTRICT
(Contract #200030)

DUAL CREDIT COURSES

This agreement is made between **MADISON AREA TECHNICAL COLLEGE** (herein referred to as **MADISON COLLEGE**) and the **RIVER VALLEY SCHOOL DISTRICT** (herein identified as the **SCHOOL DISTRICT**) for the 2019-20 school year.

Whereas, the **SCHOOL DISTRICT** wishes to contract with **MADISON COLLEGE** for the provisions of education services from **MADISON COLLEGE** for high school students under the jurisdiction of the **SCHOOL DISTRICT** pursuant to the provisions of Wisconsin WTCS Statutes Chapter 38.14(3)(a) and related administrative codes and regulations.

Therefore, in accordance with the terms and conditions as specified in this contract, it is agreed:

1. COURSE OFFERINGS

MADISON COLLEGE and the **SCHOOL DISTRICT** shall identify courses which qualify for inclusion in **MADISON COLLEGE** associate degree or vocational diploma programs and upon successful completion will grant credits in the form of dual credit as outlined in this Agreement and a course-specific Memorandum of Understanding. **MADISON COLLEGE** and the **SCHOOL DISTRICT** will determine competencies required for dual credit. All competencies required by **MADISON COLLEGE** will be included in the curriculum of the course taught at the high school.

All **SCHOOL DISTRICT** or **MADISON COLLEGE** faculty teaching associate degree or vocational diploma courses shall meet Higher Learning Commission and **MADISON COLLEGE** part-time teacher requirements. The courses taught under this program will be taught primarily at the **SCHOOL DISTRICT** campus. Field trips and/or other experiences on a **MADISON COLLEGE** campus will be included in the course as determined appropriate by mutual agreement of **MADISON COLLEGE** and the **SCHOOL DISTRICT**.

2. STUDENT ELIGIBILITY

Students meeting the following requirements shall be eligible to participate in this program:

- a. At the time of registration in a course offered for dual credit, the student must be eligible to register for the course according to all applicable **SCHOOL DISTRICT** policies and requirements and the student must also meet any applicable **MADISON COLLEGE** course pre-requisites.
- b. In order for a student to participate in the dual credit program and to be registered through **MADISON COLLEGE** for College credit, (1) the student must agree to such participation, and (2) the **SCHOOL DISTRICT**'s District Administrator, or an administrative designee, must approve such participation.

3. MADISON COLLEGE RESPONSIBILITIES

MADISON COLLEGE shall provide the following:

- a. Provide the opportunity for students to gain exposure to activities that are tied to MADISON COLLEGE competencies and/or to familiarize themselves with the technical college setting. SCHOOL DISTRICT approval is required prior to initiating any activity at MADISON COLLEGE.
- b. Provide students the same rights and privileges and assume the same responsibilities as other MADISON COLLEGE students, as related to the services provided under this contract.
- c. Process SCHOOL DISTRICT instructor certifications to the Wisconsin Technical College System Board for approval.
- d. Provide a statement of faculty qualifications for those courses where the MADISON COLLEGE qualification standard exceeds the WTCS minimum certification standards.
- e. Provide course grade reports to participating students at the end of each school term.
- f. Provide official notification to the SCHOOL DISTRICT, upon completion of the course, the names of students enrolled and the final Technical College academic grade awarded.
- g. Provide WTCS certified teacher(s) to teach the MADISON COLLEGE course, for courses taught by MADISON COLLEGE faculty.
- h. Negotiate all course-specific agreements (and modifications/renewals of course agreements) and direct all concerns regarding this Agreement and any course-specific agreements through the SCHOOL DISTRICT Coordinator of Career & Technical Education. The Coordinator shall be MADISON COLLEGE's main point of contact at the SCHOOL DISTRICT for the dual credit course program.
- i. MADISON COLLEGE shall inform the SCHOOL DISTRICT's Coordinator of Career & Technical Education no later than October 31 of each school year whether there may be any substantial changes to the course(s) covered by this agreement (e.g., substantial changes to the Course Outcome Summary, textbooks, etc.) in the following year, that may prevent the SCHOOL DISTRICT from being able to advertise the course in the SCHOOL DISTRICT's course catalogue for the following school year as a likely dual credit course with MADISON COLLEGE.

4. SCHOOL DISTRICT RESPONSIBILITIES

- a. Provide the services of teachers (as needed), and a Coordinator of Career & Technical Education or Local Vocational Education Coordinator, Curriculum Director, or Department Chair of Academic Department to serve as the program coordinator and liaison with MADISON COLLEGE administration.
- b. Arrange for MADISON COLLEGE course registration of all students involved in the program. **Students will be expected to complete the college online application for the Early College Achievement Program (ECAP) and be registered for the college course within four (4) weeks of the beginning of class.** Failure to meet this deadline entitles MADISON COLLEGE to give a 7-day notice of cancellation of the Agreement as applied to any course for which registration has not been completed. If the SCHOOL DISTRICT does not cure its failure to complete registration within the 7-day grace period following notice, this Agreement may be terminated as applied to the affected course(s) and students will not receive dual credit through MADISON COLLEGE. By mutual agreement between MADISON COLLEGE and the SCHOOL DISTRICT, registration for individual students may be accepted after the original deadline, provided that the Agreement covering the given course has not been cancelled in its entirety.
- c. Pay salary and fringe benefits of all SCHOOL DISTRICT employees working in the program according to the labor agreement between the SCHOOL DISTRICT and the Education Association.
- d. Provide adequate school classrooms and other facilities for the courses.
- e. Develop and implement procedures for screening and approving students for enrollment into courses.
- f. Provide school counseling (i.e., career guidance) services for students enrolled in or seeking enrollment in dual credit courses.

- g. Facilitate on-campus student experiences at MADISON COLLEGE.
- h. Provide MADISON COLLEGE with grade and other appropriate reports, and establish an agreed upon mechanism for collecting or sharing student demographic client reporting information that is consistent with pupil records laws.
- i. Establish high school credit value granted to students completing MADISON COLLEGE Dual credit courses. The SCHOOL DISTRICT reserves the right to apply SCHOOL DISTRICT grading criteria for purposes of determining high school credit and to give students the grade they earn in high school on the high school transcript (which may or may not be the same as the grade earned for the MADISON COLLEGE credits).
- j. Assure SCHOOL DISTRICT instructor teaching the MADISON COLLEGE course has the appropriate credentials, skill level, and experience to meet the Higher Learning Commission accreditation standards.
- k. The SCHOOL DISTRICT agrees not to actively recruit MADISON COLLEGE personnel for employment who are working with the school district in connection with a course covered by a dual credit agreement. If the MADISON COLLEGE employee assigned as the peer instructor for this Agreement is hired by the SCHOOL DISTRICT within six months of the expiration date of this Agreement, and the employee terminates his/her employment with MADISON COLLEGE, then the SCHOOL DISTRICT shall pay MADISON COLLEGE a sum equal to the former employee's salary for three months of employment at MADISON COLLEGE, unless MADISON COLLEGE agrees, in writing, to waive this condition.
- l. The SCHOOL DISTRICT certifies, as party to this Agreement, that it does not discriminate against employees, enrollees, or applicants for employment or enrollment on the basis of age, race, color, sex, creed, handicap, political persuasion, ancestry, religion or sexual orientation except where there is a bona fide occupational qualification. In accordance with applicable state and federal law, the SCHOOL DISTRICT shall have in place any required policies that prohibit sexual harassment and assault, as well as a specific complaint procedure that may be invoked by students and/or employees to address, to assist in preventing, and in responding to, sexual harassment and/or assault within the school environment. In addition, the SCHOOL DISTRICT shall make available to students participating in MADISON COLLEGE courses covered by this Agreement information on such programs and activities related to awareness and prevention of sexual harassment and assault as MADISON COLLEGE may make available to its students and as MADISON COLLEGE may direct.
- m. The SCHOOL DISTRICT agrees that MADISON COLLEGE retains the intellectual property rights to any curriculum materials that are developed by MADISON COLLEGE, and/or by any MADISON COLLEGE employee(s), and that are provided by MADISON COLLEGE for use in any course covered by this Agreement. The SCHOOL DISTRICT retains the intellectual property rights to any additional course materials developed and used by SCHOOL DISTRICT employee(s).
- n. Should the assigned teacher be a MADISON COLLEGE instructor, that MADISON COLLEGE employee performing under this Agreement shall remain under the exclusive control of MADISON COLLEGE.

5. JOINT SCHOOL DISTRICT AND MADISON COLLEGE RESPONSIBILITIES

- a. Both parties agree to maintain records, submit reports, and comply with all requirements set forth by the WTCS, DPI and MADISON COLLEGE Board covering 38.14(3)(a) contract agreements. MADISON COLLEGE further agrees to maintain such records, submit such reports, and to facilitate compliance with applicable SCHOOL DISTRICT contracting requirements provided that such requirements do not conflict with WCTS or DPI requirements.
- b. Should Federal Vocational Technical Education Act (Perkins III) or other grant funds support part or all of the fees and cost related to the services covered by this agreement, both parties will comply with all applicable rules, regulations, policies, directives, etc. which apply to this agreement.

6. INDEMNITY AND INSURANCE

- a. Each party, including but not limited to situations involving joint liability, shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. It is not the intent of the parties to impose liability beyond that imposed by state statutes. The obligations of a party under this paragraph shall survive the expiration or termination of this Agreement.
- b. MADISON COLLEGE agrees that, in order to protect itself as well as the SCHOOL DISTRICT under the indemnity provision set forth in the above paragraph, MADISON COLLEGE will at all times during the terms of this contract keep in force a liability insurance policy issued by a company authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department in the amount of \$1 Million per occurrence, \$2 Million annual aggregate. Upon the execution of this contract, MADISON COLLEGE will furnish the SCHOOL DISTRICT, at its request, with written verification of the existence of such insurance. In the event of any action, suit, or proceedings against the SCHOOL DISTRICT upon any matter herein indemnified against, the SCHOOL DISTRICT shall, within five working days, cause notice in writing thereof to be given to MADISON COLLEGE.

7. RATE AND BILLING

MADISON COLLEGE and the SCHOOL DISTRICT jointly agree to the following payment process that will evenly offset each party's costs related to course(s) offered under this Agreement.

For a dual credit course taught by a SCHOOL DISTRICT employee:

1. MADISON COLLEGE shall reimburse the SCHOOL DISTRICT for instructional costs incurred by the SCHOOL DISTRICT, with such instructional costs to include the pro-rated cost of the instructor's salary and benefits and any other direct instructional costs that are expressly identified by the parties in the Memorandum of Understanding covering the specific course. The total instructional costs reimbursed by MADISON COLLEGE shall not exceed the amount of course tuition and fees paid to MADISON COLLEGE by the SCHOOL DISTRICT; and
2. The SCHOOL DISTRICT shall reimburse MADISON COLLEGE for the course tuition and fees, including any lab fees, to be charged based upon the number of high school students from the SCHOOL DISTRICT who are registered for the course as MADISON COLLEGE students. The total course tuition and fees to be paid by the SCHOOL DISTRICT to MADISON COLLEGE shall not exceed the total instructional costs that are reimbursed by MADISON COLLEGE.

For a dual credit course taught by a MADISON COLLEGE employee, the SCHOOL DISTRICT and MADISON COLLEGE shall expressly define the rate and billing arrangements applicable to the course at the time the parties agree to use a MADISON COLLEGE employee as the course instructor.

Costs associated with applying for WTCS licensure for a high school instructor shall not be considered "instructional costs" for purposes of this Section.

8. COURSE OFFERINGS

1. A Memorandum of Understanding, hereinafter referred to as an "MOU," will be issued for each dual credit course offered under this Agreement. MOU's are subject to annual review and renewal, and all MOU's entered into under this Agreement are hereby incorporated by reference into this Agreement.
2. Each MOU shall include, without limitation by enumeration, the following elements:
 - a. The MADISON COLLEGE course title and course number
 - b. The number of MADISON COLLEGE credits
 - c. A description of the course

- d. The statement that the SCHOOL DISTRICT agrees to teach each course covered by the MOU as a dual credit course in a manner that follows MADISON COLLEGE's Course Outcome Summary (competencies, criteria, conditions, learning objectives, and performance assessment tasks, if applicable) and grading policies.
- e. The statement that, "The terms and conditions of the Contract Agreement for Educational Services between MADISON COLLEGE and the SCHOOL DISTRICT (Contract #200030; covering dual credit courses) are fully incorporated by reference into this MOU."
- f. The statement that, "This MOU shall be subject to annual review and renewal."

RENEWAL OF CONTRACT

This agreement, effective retroactive to July 1, 2019, shall terminate on June 30, 2020. This agreement may be extended, modified or canceled any time upon the mutual consent of both parties.

This Agreement is subject to retroactive approval by the full MADISON COLLEGE Board of Directors at its next monthly meeting. Per the authority delegated by the MADISON COLLEGE Board of Directors to the approved representative to initiate contracts, MADISON COLLEGE agrees to provide the services in this Agreement subject to the conditions of the Agreement. This contract is voidable unless only authorized representatives sign.

MADISON AREA TECHNICAL COLLEGE

RIVER VALLEY SCHOOL DISTRICT