



CONTRACT AGREEMENT FOR EDUCATIONAL SERVICES
BETWEEN
MID-STATE TECHNICAL COLLEGE
AND
SCHOOL DISTRICT
(Contract #)

TRANSCRIPTED CREDIT COURSE

This agreement is made between **MID-STATE TECHNICAL COLLEGE** (herein referred to as MSTC) and the **NAME OF SCHOOL DISTRICT** (herein identified as the SCHOOL DISTRICT) for the 2009-2010 school year.

Whereas, the SCHOOL DISTRICT wishes to contract with MSTC for the provisions of occupational education services from MSTC for high school students under the jurisdiction of the SCHOOL DISTRICT pursuant to the provisions of Wisconsin WTCS Statutes Chapter 38.14(3)(c) 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

MSTC and the SCHOOL DISTRICT shall identify courses which qualify for inclusion in MSTC associate degree or vocational diploma programs and upon successful completion will grant associate degree or vocational credits which may be applied to advanced standing in MSTC programs where those courses apply. MSTC and the SCHOOL DISTRICT will verify competencies required for transcribed credit. All competencies required by MSTC will be included in the curriculum of the course taught at the high school.

All SCHOOL DISTRICT or MSTC faculty teaching associate degree or vocational diploma courses shall be certifiable by the Wisconsin Technical College System (WTCS). The courses taught under this program will be taught primarily at the SCHOOL DISTRICT campus. Field trips and/or other experiences on a MSTC campus will be included in the course as determined appropriate by mutual agreement of MSTC and the SCHOOL DISTRICT.

2. STUDENT ELIGIBILITY

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

- a. All students must be enrolled high school students in the SCHOOL DISTRICT at the time of registration in the advanced course offered for transcribed credit.

- b. All students must be enrolled in a secondary school program operated by the SCHOOL DISTRICT at a level that complies with established credit minimums.
- c. The student and administrative staff of the SCHOOL DISTRICT, as designated by the District Administrator, must approve that the student shall participate in the transcribed credit program.

3. MSTC RESPONSIBILITIES

In addition, MSTC shall provide the following:

- a. Provide students the same rights and privileges as other MSTC students.
- b. Process SCHOOL DISTRICT instructor articulation certifications to the Wisconsin Technical College System Board for approval.
- c. Provide participating students with instructions for accessing course grade reports via MyMSTC Website at the end of the course(s).
- d. 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.

4. SCHOOL DISTRICT RESPONSIBILITIES

- a. Provide the services of teachers (as needed), and an Education for Employment, Curriculum Director, or Department Chair of Academic Department as the program coordinator and liaison with Mid-State Technical College (MSTC) administration.
- b. Arrange for MSTC course registration of all students involved in the program. Registration forms must be received by the MSTC High School Relations Office no later than two weeks after the beginning of the contracted class. **Failure to meet this deadline will automatically result in cancellation of this contract agreement.**
- 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 program.
- e. Develop and implement procedures for screening and approving students for entry into program courses.
- f. Provide counseling services for students enrolled in or seeking enrollment in transcribed credit courses.
- g. Provide MSTC with grade and other appropriate reports, including student demographic client reporting information.

- h. Establish high school credit value granted to students completing MSTC transcribed credit courses.
- i. Assure SCHOOL DISTRICT instructor teaching the MSTC course has or obtains WTCS articulation certification and has submitted a VE-CE 112 Certification Application and a copy of DPI licensure to MSTC. The SCHOOL DISTRICT will pay the cost of the certification (will be billed separately).
- j. 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. The SCHOOL DISTRICT will provide an environment free of sexual harassment and/or assault in accordance with the laws of the United States and the State of Wisconsin including but not limited to provisions of the 1989 WI Act 177.
- k. The SCHOOL DISTRICT agrees that MSTC retains the proprietary rights to any curriculum materials used or developed as part of this Agreement. Should the assigned teacher be an MSTC instructor, that MSTC employee performing under this Agreement shall remain under the exclusive control of MSTC.

5. JOINT SCHOOL DISTRICT AND MSTC RESPONSIBILITIES

- a. Both parties agree to maintain records, submit reports, and comply with all requirements set forth by the WTCS, DPI and MSTC Board covering 38.14(3)(c) contract agreements.
- b. Should Federal Career and Technical Education Improvement Act (Perkins IV) 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. MSTC agrees that it will at all times during the existence of this contract indemnify the SCHOOL DISTRICT against any and all loss, damages, and costs of expenses which the SCHOOL DISTRICT may sustain, incur, or be required to pay by reason of any eligible client's suffering, personal injury, death or property loss resulting from the sole negligence or willful misconduct of MSTC. The provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by the SCHOOL DISTRICT.
- b. MSTC agrees that, in order to protect itself as well as the SCHOOL DISTRICT under the indemnity provision set forth in the above paragraph, MSTC 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, MSTC 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 MSTC by certified mail, addressed to its post office address.

7. RATE AND BILLING

Both MSTC and the SCHOOL DISTRICT jointly agree to a payment process to evenly offset fees charged to the SCHOOL DISTRICT against those paid. MSTC will determine the individual student registration fees and other fees associated with the program according to the MSTC and WTCS policy (Attachment 2). The SCHOOL DISTRICT will determine the cost of teachers' salaries and benefits as determined by SCHOOL DISTRICT policy and labor agreements (Attachment 2). The SCHOOL DISTRICT and MSTC will coordinate their efforts in developing payment calculations in advance of starting any course or courses. The SCHOOL DISTRICT and MSTC will exchange detailed statements showing fees associated with this program and labor cost.

Specific details on billing will be in accordance with Department of Public Instruction, Wisconsin Technical College System, the School District, and the Mid-State Technical College policy and guidelines. A specific payment amount and schedule will be finalized prior to classes starting. The maximum payment made by MSTC to the SCHOOL DISTRICT will not exceed the amount of fees paid by the SCHOOL DISTRICT to MSTC.

The price of this contract \$_____, is based on program and material fees for ___ students. If more or fewer participants enroll, the price will not be adjusted.

The SCHOOL DISTRICT will be billed at the end of the month student course registrations are processed by MSTC. Payments are due to MSTC within thirty (30) days of receiving the contract invoice.

MSTC will pay the SCHOOL DISTRICT for the SCHOOL DISTRICT'S teacher cost upon receipt of a SCHOOL DISTRICT invoice, which should be received by MSTC no later than May 31st annually.

ATTACHMENT I

COURSE SUMMARY

The SCHOOL DISTRICT agrees to teach the following course(s) as transcribed credit course(s) following the MSTC course outline and requirements, and to work in cooperation with designated MSTC personnel.

MSTC COURSE NAME	MSTC COURSE NUMBER	MSTC CREDIT
-------------------------	---------------------------	--------------------

The course(s) will be taught at HIGH SCHOOL during the 2009-2010 school year.

Any student(s) who successfully complete this course will receive college credit from MSTC, as well as high school credit from the SCHOOL DISTRICT.

RENEWAL OF CONTRACT

This agreement shall terminate on June 30, 2010. 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 MSTC Board of Directors at its next monthly meeting. Per the authority delegated by the MSTC Board of Directors to the approved representative to initiate contracts, MSTC agrees to provide the services in this Agreement subject to the conditions of the Agreement.

MID-STATE TECHNICAL COLLEGE

SCHOOL DISTRICT

"Name of Dean"
Dean
"Name of Division"

"Name"
School to Work Coordinator

Date

Date

Susan Budjac
Vice President
Academic Affairs

"Name"
District Administrator

Date

Date

- ATTACHMENTS: 1. Course Summary (1 page)
2. Transcribed Credit Pricing Worksheet (1 page)

ISSUED SEPARATELY: VE-CE 112 Certification Application