

**DEPARTMENT OF EDUCATION  
STATE OF SOUTH DAKOTA  
MEMORANDUM OF UNDERSTANDING  
BETWEEN**

oeIrichs School District 23-3

|                                |   |
|--------------------------------|---|
| ( School District Legal Name ) | Department of Education                             |
| P.O. Box 65                    | AND Division of College, Career and Student Success |
| ( Address )                    | 800 Governors Drive                                 |
| oeIrichs, SD 57763             | Pierre, SD 57501-2291                               |
| ( City, State, Zip Code )      |   |

Hereinafter referred to as "District"

Hereinafter referred to as "State"

WHEREAS, the State and South Dakota public universities and postsecondary technical institutions ("Institutions") strive to provide opportunities for high school students across the state to participate in dual credit coursework;

WHEREAS, this dual credit program ("Program") is an opportunity for high school students who meet admissions standards to enroll in public postsecondary institutions in South Dakota and simultaneously earn credits for both their high school diploma and postsecondary degree or certificate.

WHEREAS, dual credit courses are offered by the Institutions' faculty members online or on campus, are governed by the Institutions' policies, and follow the Institutions' established processes for admissions, registration, billing and grade reporting.

WHEREAS, the Program makes coursework available to high school students in grades 11-12 will pay a rate per credit set by the South Dakota Board of Regents by statute for the 2024-2025, 2025-2026 and 2026-2027 school years, with students being responsible for the cost of the course credits and any required textbooks or related course materials. The State and the Institutions will set the per credit rate for the 2024-2025, 2025-2026 and 2026-2027 school years. This program applies to select courses offered online or on-campus from a SD public university of technical institute.

WHEREAS, the School District ("District"), desires to participate in this Program offered by the State in accordance with SDCL 13-28-37 and this Memorandum of Understanding ("Agreement").

Now, therefore, both parties mutually agree to the following terms and conditions:

**I. Terms and Conditions:**

**A. Term**

This Agreement shall commence July 1, 2024 and shall end June 30, 2027, unless sooner terminated pursuant to the terms hereof.

## **B. Responsibility of the State**

1. The State shall contract with participating Institutions to allow District high school students in grades 11-12 to enroll in dual credit courses at a reduced rate, established by SDCL 13-28-37.1 if the students meet Institution requirements.
2. The State will make all payments directly to participating Institutions.
3. The State will access student dual credit records through the student management information system for reporting purposes.

## **C. Responsibilities of the School District**

1. The District shall record dual credit coursework on the student's transcript, as recommended from the State, and will be used to calculate academic standing. This includes all grades that are printed on the post-secondary transcript. For example: if a student receives a W (Withdrawal) on their post-secondary transcript, the W must be transcribed on their high school transcript. A student may not opt out of the secondary credit through this program. (SDCL 13-28-37)
2. In accordance with SDCL 13-28-37.1, the District understands that receiving a W or F will result in no longer being able to participate in the program, unless the Institutions determine the result was because of good cause, or the student retakes the course at their own expense without the tuition reduction.
3. Except as provided in this Agreement, the District's local dual credit enrollment policies and the policies of the Institutions shall apply to student enrollments in this Program. The District and the Institutions each retain the right to deny enrollment in dual credit courses offered through this Program.
4. The District will limit participation in the Program to students in grades 11 and 12.
5. The District shall register students under this Program through the identified single point of contact at each Institution.
6. The District shall monitor student progress in the dual credit courses under this Program. The District shall strive to provide support to students through the use of a local district mentor for the Program.

## **II. Termination Provision**

This agreement can be terminated upon thirty (30) days written notice by either party and may be terminated for cause by the State at any time with or without notice.

Upon termination by either party, District shall notify all participating students.

## **III. Indemnification Clause**

The District agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as a result of performing services hereunder. This section does not require the District to be responsible for or defend

against claims or damages arising solely from acts or omissions of the State its officers or employees.

**IV. Default Provision**

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. This agreement will be terminated by the State if the Legislature fails to appropriate funds or grant expenditure authority. Termination for this reason is not a default by the State nor does it give rise to a claim against the State.

**V. General Provisions**

1. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
2. All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.
3. This agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.
4. This Agreement is intended to govern only the rights and interests of the parties named herein. It is not intended to, does not and may not be relied upon to create any rights, substantial or procedural, enforceable at law by any third party in any matters, civil or criminal.

In witness hereto the parties signify their agreement by signature affixed below:

|   |                   |
|---|-------------------|
| <p>DocuSigned by:<br/> <br/> <small>58C0549454FB464...</small><br/>         Mitchell Stone</p> | <p>04/08/2024</p> |
|---|-------------------|

|                                      |      |
|--------------------------------------|------|
| School District Authorized Signature | Date |
|--------------------------------------|------|

|  |                   |
|--|-------------------|
| <p>DocuSigned by:<br/> <br/> <small>8322AD04886E42D...</small><br/>         Cody Stoesser</p> | <p>04/09/2024</p> |
|--|-------------------|

|  |      |
|--|------|
| Department of Education Authorized Signature | Date |
|--|------|