



INCOME CONTRACT

This contract is by and between One91 Virtual Academy, 13109 County Road 5, Burnsville, Minnesota 55337 (hereinafter “Purchaser”) and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Inver Hills Community College (hereinafter “Minnesota State”).

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

WHEREAS, Minnesota State, is empowered to enter into income contracts pursuant to Minnesota Statutes, Chapter 136F;

NOW, THEREFORE, it is agreed:

1. DUTIES OF MINNESOTA STATE.

The Minnesota State agrees to provide the following:

- Provide appropriate registration, withdrawal, and Drop/Add and Withdrawal information.
- Provide an online In College application.
- If the high school chooses to use the Accuplacer test, provide assistance and training to administer the Accuplacer test at the high school. After the first administration of testing, the high school will appoint a staff or faculty member who will be responsible for subsequent testing cycles. Information on multiple measures for course placement is provided.
- Maintain appropriate academic records documenting each In College course.
- Provide student electronic materials concerning academic and student support services available to all students at the college which also outlines IHCC academic policies and student responsibilities. (Minnesota State Policy Chapter 3.5.1 Part 3 Subpart A.) Policies
<https://www.inverhills.edu/Policies/index.aspx/> Student Support Services
<https://www.inverhills.edu/LearningSupport/index.aspx>
- Create class lists and enter grades.
- Make appropriate record adjustments for students in accordance to Drop/Add and Withdrawal policies.
- Provide student transcripts upon receipt of request and fee payment.
- Maintain college course records for high school students, and award college credit for successfully completed courses.

Ensure that each college faculty mentor:

- Initiates an orientation session with In College high school teachers prior to the start of any In College course offering.
- Collaborates with the high school In College teacher to clarify the approved college course outline and creates a course syllabus for the In College course.
- Provides current college information of the text and course outlines 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 In College teachers to assure that assessment meets academic department criteria.
- Visits the class at least once during the year to observe teaching and student response to instruction, meeting with the teacher after each classroom observation as well as providing a guest lecture/presentation.
- Communicates regularly (face-to-face, on-line, by telephone, etc.) with the high school In College teacher and monitors assignments, exams, projects, student academic achievement, and instructional effectiveness to ensure that the course meets the learning outcomes contained in the course outline approved by the college and that the students are held to college-level standards.
- Reviews selected graded assignments, tests and papers.
- Extends to high school In College teachers, invitations to participate in appropriate campus-based faculty development activities. (Minnesota State Policy Chapter 3.5.1 Part 4 Subpart D Number 2).

2. **DUTIES OF PURCHASER.**

The Purchaser agrees to provide the following:

- By the end of the application/registration timeframe provided to the high school, have students complete the student application and registration process for the college's In College program.
- Enrollment for each In College course offered shall include the full name of each student who plans to enroll in the course, with the understanding that in order to be listed, the student meets the criteria to be eligible for participation in a In College course. The high school shall be responsible for ensuring that the student meets the eligibility requirements for In College courses.
- In order to register for a course, all students must complete the online In College application.
- Provide class start and end date for each In College course.
- Assist in student compliance with the Drop-Add and Withdrawal Policies.
- To the extent possible, provide counseling services to students and their parents (or guardian) before students enroll in Inver Hill's In College courses. This ensures that the student and their parents (or guardian) are fully aware of the risks and possible consequences of enrolling in In College courses.
- Work with college staff to schedule and administer the Accuplacer exam for students interested in In College courses prior to student admission and registration or assess students according to the provided multiple measures for correct course placement.
- Provide all textbooks and other instructional materials/ equipment required for the course as determined by the sponsoring academic department and faculty mentor.

- Provide transportation and student and lunches for campus visits.

Ensure the following course scheduling requirements:

- Enrollment of In College courses must not exceed the class tally established by Inver Hills Community College.
- In College courses shall not simultaneously enroll In College and non- In College students unless previously approved by the college's administration.

Ensure that each high school In College teacher does the following:

- Uses the course outline for the In College course provided by the college.
- Provides the college faculty mentor with documentation that ensures each In College course is equivalent in content and rigor to the same course offered on 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 or other factors as mutually agreed upon by the high school teacher and faculty mentor and as stated in the syllabus. The college faculty mentor reserves the right to approve any mid-terms, as well as the final examination. If not approved, the College faculty mentor must demonstrate that the exam does not evaluate at the college level and/or it is not consistent with course learning objectives.
- Assigns formal, whole letter grades to each student on the class list. The completed grade sheet is to be signed and sent to the faculty mentor immediately after the semester ends.
- Attends a yearly workshop at DCTC/Inver Hills to discuss issues, policies, procedures, and discipline specific component.

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 Purchaser as follows: Three Thousand and 00/100 Dollars (\$3,000.00) per mentor/mentee relationship, per course, per semester for the 2025-2026 school year with an end date of July 31, 2026.
- b. Terms of Payment. Payment shall be made by the Purchaser within 20 days of the date of the invoice presented.

4. **TERM OF CONTRACT.**

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. **CANCELLATION.**

This contract may be canceled by the Purchaser 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 Purchaser's Authorized Representative for the purposes of administration of this contract is:

Name: Dr. Latanya Daniels, or their successor
Title: Superintendent, Burnsville Public Schools
Address: 200 W Burnsville Parkway, Burnsville, MN 55337
Telephone: 952-707-2000
E-Mail: superintendent191@isd191.org

- b. An authorized representative of Minnesota State for the purposes of administration of this contract is:

Name: Heather Aagesen-Huebner, or their successor
Title: Vice President for Finance and Operations
Address: 2500 East 80th Street, Inver Grove Heights, MN 55076
Telephone: 651-450-3534
E-Mail: heather.aagesen-huebner@inverhills.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. ASSIGNMENT.

Neither the Purchaser nor Minnesota State shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.

8. LIABILITY.

The Purchaser shall indemnify, save, and hold Minnesota State, its agents and employees harmless from any and all claims or causes of action arising from the performance of this contract by the Purchaser or Purchaser's agents or employees. This clause shall not be construed to bar any legal remedies the Purchaser may have for the failure of Minnesota State to fulfill its obligations pursuant to this contract.

9. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA").

The Purchaser 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. AMENDMENTS.

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. GOVERNMENT DATA PRACTICES ACT.

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The Purchaser 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 Purchaser 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 Purchaser or Minnesota State.

In the event the Purchaser receives a request to release the data referred to in this clause, the Purchaser must immediately notify Minnesota State. Minnesota State will give the Purchaser instructions concerning the release of the data to the requesting party before the data is released.

12. JURISDICTION AND VENUE.

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. STATE AUDITS.

The books, records, documents, and accounting procedures and practices of the Purchaser relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.

14. ENTIRE AGREEMENT.

This contract represents the entire agreement between the parties and with regard to the stated subject matter and supersedes any previous discussions or agreements, either verbal or written that occurred between the parties with respect to this subject matter. This contract may not be amended except by written agreement signed by the

parties hereto. In the event of any conflict or inconsistency between this contract and any riders, exhibits, addenda, or other document incorporated herein, this contract shall govern.

15. **CLERICAL ERROR.**

Notwithstanding Clauses "ASSIGNMENT, AMENDMENTS, and ENTIRE AGREEMENT" of this contract, Minnesota State reserves the right to unilaterally fix clerical errors, defined as misspellings, minor grammatical or typographical mistakes or omissions, that do not have a substantive impact on the terms of this contract without executing an amendment. Minnesota State must inform Purchaser of clerical errors that have been fixed pursuant to this paragraph within a reasonable period of time.

16. **OTHER PROVISIONS.** (Attach additional page(s) if necessary):

The following is to be understood and agreed to by both the High School and the College.

Teacher Qualifications

- The Higher Learning Commission determined that accredited institutions awarding college credit by means of dual credit arrangements must assure the quality and integrity of such offerings and their comparability to the same college credit offered on the institution's main campus or at the institution's other locations. As such, the faculty members teaching dual credit courses should hold the same minimal qualifications as required by the institution of its own faculty.
- Each high school teacher selected to teach an In College course requires the approval of the teacher's principal and of the College's sponsoring academic department. (per Minnesota State Policy Chapter 3.5.1, Part 4, Subpart C).

Student Requirements

- Eligible students are currently enrolled must follow the Minnesota State Colleges and Universities System Procedure 3.5.1 Post-Secondary Enrollment Options Program.
<https://www.minnstate.edu/board/procedure/305p1.html>

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,

Inver Hills Community College

By (authorized signature and printed name)	Heather Aagesen-Huebner
Title	VP Finance & Operations
Date	08/20/2025

2. PURCHASER: Bunsville High School

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

By (authorized signature and printed name)
Title
Date

By (authorized signature and printed name)
Title
Date

3. AS TO FORM AND EXECUTION:

By (authorized signature and printed name)
Title
Date