



INCOME CONTRACT

This contract is by and between Burnsville Eagan Savage ISD 191 200 W. BURNSVILLE PKWY, BURNSVILLE, MINNESOTA 55337 MINNESOTA 55075-2332 (hereinafter "Purchaser") and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of METROPOLITAN STATE UNIVERSITY (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 to concurrent enrollment program (CEP) to District 191:

- A single point of accountability and key contacts for the concurrent enrollment program (CEP).
- Adherence to all Minnesota State, Higher Learning Commission (HLC), and National Association of Concurrent Enrollment Partnerships (NACEP) policies and standards.
- Approval of high school instructors who meet Minnesota State, HLC, and NACEP credentialing requirements.
- Orientation and professional development to the high school instructors as it relates to the CEP, the design and delivery of CEP courses, and staying current in the discipline.
- Assigned faculty mentors to the high school instructors for the agreed upon courses for the purpose of ensuring that the CEP course is the same as the MINNESOTA STATE course and that it adheres to HLC and NACEP standards.
- Review and approval of course materials.
- Student information sessions in conjunction with Purchaser personnel.
- Support to the PURCHASER in the application, admission, and registration processes for students.

- Access to learning resources including the library and learning management system (D2L Brightspace).
- The student survey of instruction for each course and other periodic surveys to improve the CEP and as required by NACEP.
- Posting of course grades to the students' college transcript upon receiving them from the PURCHASER.
- Award of college credit to eligible students for successful completion of courses.
- Invoices to the PURCHASER according to the provisions in section 3.
- With the PURCHASER, ongoing CEP improvement for mutual benefit via the adoption of CEP best practices and performance review on a regular basis.

2. **DUTIES OF PURCHASER.**

The Purchaser agrees to provide the following:

- A single point of accountability and a single point of contact for the CEP.
- Appropriately credentialed high school instructors to teach CEP courses at the high school. All instructors remain employees of the PURCHASER.
- The mentor-approved textbooks and other course materials to the students.
- Promotion of the CEP.
- With MINNESOTA STATE personnel, information sessions to students.
- Authorized enrollment for eligible high school students for college credit as defined in Minnesota Statute 124D.09.
- Adherence to the application, admissions, and registration processes and timelines.
- Any necessary accommodations to students.
- Design and delivery of the CEP course that is the same as the MINNESOTA STATE course and adheres to HLC and NACEP standards.
- CEP students' course grades to MINNESOTA STATE.
- With MINNESOTA STATE, ongoing CEP improvement for mutual benefit via the adoption of CEP best practices and performance review on a regular basis.
 - The high school concurrent enrollment **EDU 200 course (2cr): Fall 2026**
 - The high school concurrent enrollment **EDU 203 course (2cr): Spring 2027**
 - The high school concurrent enrollment **EDU 200 course (2cr): Fall 2027**
 - The high school concurrent enrollment **EDU 203 course (2cr): Spring 2028**

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 Three Hundred and 00/100 US Dollars (\$3,300.00) per course/mentor/instructor/ISD Quarter matching. Total contract amount should not exceed Thirteen Thousand Two Hundred and 00/100 US Dollars (\$13,200.00).

b. Terms of Payment.

Fall 2026 Invoice: The invoice for the Fall 2026 EDU 200: Introduction to Urban Education and Reflective Teaching course will be sent to the PURCHASER on December 1, 2026. Payment shall be made by the PURCHASER within 30 days of the date of the invoice presented.

Spring 2027 Invoice: The invoice for the Spring 2027 EDU 203: Multicultural Education course will be sent to the PURCHASER on May 1, 2027. Payment shall be made by the PURCHASER within 30 days of the date of the invoice presented.

Fall 2027 Invoice: The invoice for the Fall 2027 EDU 200: Introduction to Urban Education and Reflective Teaching course will be sent to the PURCHASER on December 1, 2027. Payment shall be made by the PURCHASER within 30 days of the date of the invoice presented.

Spring 2028 Invoice: The invoice for the Spring 2028 EDU 203: Multicultural Education course will be sent to the PURCHASER on May 1, 2028. Payment shall be made by the PURCHASER within 30 days of the date of the invoice presented.

4. **TERM OF CONTRACT.**

This contract shall be effective on Tuesday, September 01, 2026, or upon the date that the final required signature is obtained by Minnesota State, whichever occurs later, and shall remain in effect until Monday, June 15, 2028 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: Latanya Daniels, or their successor

Title: Superintendent

Address: 200 W. Burnsville Pkwy Burnsville, Minnesota 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: Paul Spies , or their successor
Title: Dean of School of Urban Education
Address: 1501 Hennepin Ave, Minneapolis, MN 55403-1897
Telephone: 612-659-7129 E-Mail: paul.spies@metrostate.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. 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,
METROPOLITAN STATE UNIVERSITY**

By (authorized signature and printed name)	Ginny Arthur <i>Ginny Arthur</i>
Title	President
Date	09/30/2026

2. PURCHASER: BURNSVILLE PUBLIC SCHOOLS ISD 0191

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	

3. AS TO FORM AND EXECUTION: METROPOLITAN STATE UNIVERSITY

By (authorized signature and printed name)	
Title	
Date	