

Contract Number: CEN-2025-045257

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STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

CENTURY COLLEGE

JOINT POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT, and amendments and supplements thereto, (hereinafter "contract") is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of CENTURY COLLEGE (hereinafter "MINNESOTA STATE") address 3300 CENTURY AVE N, WHITE BEAR LAKE, MINNESOTA, which is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10, and ISD 0834, address 1875 GREELEY ST S, STILLWATER, MINNESOTA 55082-6094 (hereinafter "SCHOOL DISTRICT"), which is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10;

WHEREAS, MINNESOTA STATE represents that it is duly qualified and willing to perform the services set forth herein.

WHEREAS, the SCHOOL DISTRICT has a need for a specific service provided by MINNESOTA STATE in accordance with Minnesota Statutes §124D.09 and Minnesota State Board Policy 3.5 and System Procedure 3.5.1; and applicable MINNESOTA STATE policies.

NOW, THEREFORE, it is agreed to provide Post Secondary Education Option

1. DUTIES & RESPONSIBILITIES OF MINNESOTA STATE MINNESOTA STATE agrees to the following:

Enter into this agreement for services to be provided under contract with the SCHOOL DISTRICT.

- a. Communicate eligibility requirements.
- b. Provide courses and other services at the same level as provided to general college students including the library and online course management system (D2L Brightspace).
- c. Provide required textbooks and other required course materials.
- d. Award college credit to students upon successful completion of courses.
- e. Provide course grades/transcripts to the SCHOOL DISTRICT at the conclusion of each semester, in accordance with FERPA regulations.

- f. Dis-enroll students who have not submitted a completed MDE Postsecondary Enrollment Options Program Notice of Student Registration Form for the current semester prior to the 10th school day (including Saturdays) of the semester.
- g. Create invoices for the SCHOOL DISTRICT for college credits enrolled by SCHOOL DISTRICT students enrolled on the 10th school day (including Saturdays) of the semester.

2. DUTIES & RESPONSIBILITIES OF SCHOOL DISTRICT SCHOOL DISTRICT agrees to:

Enter into this agreement for Post-Secondary Enrollment Option services to be directly contracted with MINNESOTA STATE.

- a. Perform all duties as required by the Postsecondary Enrollment Options Act (M.S. 124D.09) (<https://www.revisor.mn.gov/statutes/cite/124D.09>) and Minnesota State Board Policy 3.5 (<https://www.minnstate.edu/board/policy/305.html>) and System Procedure 3.5.1 (<https://www.minnstate.edu/board/procedure/305p1.html>).
- b. Assume travel reimbursement costs for eligible low-income students.
- c. Complete and forward to MINNESOTA STATE the current MDE Postsecondary Enrollment Options Program Notice of Student Registration Form for each student participating in this program each semester.
- d. Authorize enrollment/course selection for eligible high school students at MINNESOTA STATE. Eligible students are the same students defined as eligible for the Post-Secondary Enrollment Options program in the following three authorities: (a) Minnesota Statutes 124D.09, (b) Century College policy, and (c) Minnesota State College and University policy.

In addition:

- a. Communicate application deadlines with students. Students need to apply by July 1 for fall semester and December 1 for spring semester.
- b. Communicate with students that they will be dis-enrolled by MINNESOTA STATE if they have not submitted a completed MDE Postsecondary Enrollment Options Program Notice of Student Registration Form for the current semester prior to the 10th school day (including Saturdays) of the semester.
- c. Students are not eligible to take courses with course fees greater than or equal to \$100.
- d. Students are not eligible to take developmental courses.
- e. Students are not eligible to repeat courses unless the original course grade was an F (Fail) or W (Withdraw).
- f. Communicate with students that if they change schools or school districts, the student will need to notify MINNESOTA STATE and submit a MDE Postsecondary Enrollment Options Program Notice of Student Registration Form from the new school or school district.
- g. Communicate how to arrange educational accommodations. MINNESOTA STATE retains authority to determine whether a request for an educational accommodation is appropriate for classes taken for college credit.
- h. Pay MINNESOTA STATE for all registered credits as of midnight of the 10th school day (including Saturdays) of each semester. MINNESOTA STATE cannot control/limit the number of credits a student registers for and thus the total amount is the district's responsibility.

- i. The terms of this agreement encompass all schools, buildings and alternate locations within the SCHOOL DISTRICT as documented by MDE (including ALCs, inter-school agreements, cooperatives, etc.). Any school, building, or alternate location that the SCHOOL DISTRICT desires to exclude for an academic year will be identified in a signed amendment to this contract no later than July 15th prior to the start of the academic year.
- j. Pay MINNESOTA STATE for students that were enrolled in the SCHOOL DISTRICT as of the 10th school day (including Saturdays) of the semester. Student transfers between school districts should be resolved by the school districts.
- k. Communicate to students that textbooks are the property of MINNESOTA STATE and must be returned at the end of each semester. Textbooks not returned will result in a hold preventing the student from registering in future terms and MINNESOTA STATE will bill the student for the replacement cost of the books.
- l. Communicate with students that if textbooks are obtained and the student drops or withdraws from a class, the textbooks must be returned to MINNESOTA STATE immediately.
- m. Communicate that optional books and non-consumable materials are not covered by the Postsecondary Enrollment Options Program. If the student receives optional materials, they must return them to the MINNESOTA STATE Century College bookstore immediately or the MINNESOTA STATE will bill them for the materials.

3. CONSIDERATION AND TERMS OF PAYMENT.

- a. Consideration for all services performed and good or materials supplied by MINNESOTA STATE pursuant to this contract shall be paid by the SCHOOL DISTRICT as follows:

The SCHOOL DISTRICT will be billed by MINNESOTA STATE as follows:

MDE PSEO reimbursement rate of Two Hundred Forty One and 33/100 Dollars (\$241.33) per credit plus Fifteen and 00/100 Dollars (\$15.00) per credit hour per student.

Terms of Payment.

Invoices will be sent to the SCHOOL DISTRICT on:

- October 15th for fall semester enrollment
- March 15th for spring semester enrollment

Payments to MINNESOTA STATE for tuition/fees/textbook charges will be made by the SCHOOL DISTRICT by:

- November 15th for fall semester
- April 15th for spring semester

4. CONDITIONS OF PAYMENT. All services provided by MINNESOTA STATE pursuant to this contract shall be performed to the satisfaction of the SCHOOL DISTRICT, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. MINNESOTA STATE shall not receive payment

for work found by the SCHOOL DISTRICT to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

5. TERM OF CONTRACT. This contract shall be effective on July 30, 2024, 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, 2025, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The SCHOOL DISTRICT understands that NO work should begin under this contract until ALL required signatures have been obtained, and the SCHOOL DISTRICT is notified to begin work by MINNESOTA STATE's Authorized Representative.
6. CANCELLATION. This contract may be canceled by MINNESOTA STATE or the SCHOOL DISTRICT at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, MINNESOTA STATE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
7. MINNESOTA STATE'S AUTHORIZED REPRESENTATIVE. MINNESOTA STATE's Authorized Representative for the purposes of administration of this contract is:

Name: A.K. Khan
Address: 3300 Century Ave N, White Bear Lake, Minnesota 55110
Telephone: +1 651-779-3279
E-Mail: ak.khan@century.edu

Program Point of Contact:
Name: Lisa Gruszka
Address: 3300 Century Ave North, White Bear Lake, Minnesota 55110
Telephone: 651-779-5789
E-Mail: lisa.gruszka@century.edu

8. The SCHOOL DISTRICT'S Authorized Representative for the purposes of administration of this contract is:

Name: Marie Schrum
Address: 1875 GREELEY ST S, STILLWATER, Minnesota 55082-6094
Telephone: +1 651-351-8340
E-Mail: schrum@stillwaterschools.org

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.

9. ASSIGNMENT. Neither the SCHOOL DISTRICT nor MINNESOTA STATE shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of the other party.

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. LIABILITY. The SCHOOL DISTRICT shall indemnify, save, and hold MINNESOTA STATE, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by MINNESOTA STATE, arising from the performance of this contract by the SCHOOL DISTRICT or SCHOOL DISTRICT'S agents or employees. This clause shall not be construed to bar any legal remedies the SCHOOL DISTRICT may have for MINNESOTA STATE's failure to fulfill its obligations pursuant to this contract.
12. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the SCHOOL DISTRICT relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.
13. GOVERNMENT DATA PRACTICES ACT. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The SCHOOL DISTRICT 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 SCHOOL DISTRICT 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 SCHOOL DISTRICT or MINNESOTA STATE.

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

14. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.
 - a. MINNESOTA STATE shall own all rights, title and interest in all of the materials conceived or created by the SCHOOL DISTRICT, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, created and paid for under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter MATERIALS).

The SCHOOL DISTRICT hereby assigns to MINNESOTA STATE all rights, title and interest to the MATERIALS. The SCHOOL DISTRICT shall, upon request of MINNESOTA STATE, execute all papers and perform all other acts necessary to assist MINNESOTA STATE to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the SCHOOL DISTRICT,

its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to MINNESOTA STATE by the SCHOOL DISTRICT, its employees and any subcontractors, and the SCHOOL DISTRICT shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the SCHOOL DISTRICT'S obligations under this contract without the prior written consent of MINNESOTA STATE's authorized representative.

- b. The SCHOOL DISTRICT represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The SCHOOL DISTRICT shall indemnify and defend, to the extent permitted by the Attorney General, MINNESOTA STATE at the SCHOOL DISTRICT'S expense from any action or claim brought against MINNESOTA STATE to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The SCHOOL DISTRICT shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in the SCHOOL DISTRICT'S or MINNESOTA STATE'S opinion is likely to arise, the SCHOOL DISTRICT shall, at MINNESOTA STATE'S discretion, either procure for MINNESOTA STATE the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

15. PUBLICITY. Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the SCHOOL DISTRICT or its employees individually or jointly with others, or any subcontractors shall identify MINNESOTA STATE as the sponsoring agency and shall not be released prior to receiving the approval of the MINNESOTA STATE's authorized representative.
16. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The SCHOOL DISTRICT is responsible for complying with the ADA Act, 42 U. S. C. 12101, et seq. and regulations promulgated pursuant to it for educational services it provides to its students. The COLLEGE will inform students of support services available at COLLEGE but 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.
17. OTHER PROVISIONS. None.

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
CENTURY COLLEGE**

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|---|
| By (authorized college/university/system office initiating agreement) |
| Title |
| Date |

2. SCHOOL DISTRICT (Governmental Entity): ISD 0834

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

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| By (authorized signature) |
| Title |
| Date |

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|---------------------------|
| By (authorized signature) |
| Title |
| Date |

3. AS TO FORM AND EXECUTION:

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|---|
| By (authorized college/university/system office initiating agreement) |
| Title |
| Date |