

Joint Powers of Agreement

Contract Header- POSTSECONDARY ENROLLMENT OPTIONS (PSEO) BY CONTRACT

Contract Description: Create a process for recapturing and subsequently redistributing revenues from the State of Minnesota/Department of Education through a by-pass of the Post-Secondary Enrollment Options (PSEO) program as allowed in the Omnibus Education Funding Bill, Laws 1992, Chapter 499, Article 9, Sections 2-11, 14, and 15.

Vendor Name & Address: Faribault Public Schools, 330 9th Ave SW, Faribault, MN 55021

Contract Parties - Information:

First Party: Minnesota State - South Central College

Name: Judy Endres

Address: South Central College, 1920 Lee Blvd., N. Mankato MN 56003

Job Title: Associate Vice President of Student Affairs

Email Address: judy.endres@southcentral.edu

Phone number: 507-389-7351

Second Party:

Name of person who can sign the contract: Jamie Bente

Address: 330 9th Ave SW, Faribault, MN 55021

Job Title: Superintendent

Email Address: jbente@faribault.k12.mn.us

Phone number: {Administrator Phone}

Third Party Signature:

Roxy Traxler

Address: South Central College, 1920 Lee Blvd., N. Mankato MN 56003

Job Title: Vice President of Finance and Operations

Email Address: roxy.traxler@southcentral.edu

Phone number: 507-389-7470

Dates of contract: August 1, 2022 – July 31, 2023

Will this contract require encumbrance? No

Contract Details -

Will any Payments on this contract be made from federal fund? No

Is this contract with another state agency (inter-agency)? No

Ownership of Intellectual Property is:

- Institution will own the IP created by the contractor (standard)

Total contract value dependent on the number of PSEO credits taken by students during the 2022-2023 academic year at \$226.62 per credit. See Attachment E for funding model that will be used to invoice the district.

Office of General Counsel Assistance-

Do you need the Office of General Counsel to review this contract? No

If Yes, please describe any and all changes made to the contract language or other reason(s) you are seeking assistance from counsel. _____

Duties/Payment Details-

PO Number – Invoice will be sent to district.

Duties & Responsibilities:

See Attachment A.

- A. Contractor's Duties: The Contractor shall:
See Attachment B.

- B. Minnesota State's Duties: Minnesota State Shall:
See Attachment C.

CONSIDERATION AND TERMS OF PAYMENT.

- a. Consideration for all services performed by the CONTRACTOR pursuant to this contract shall be paid by the MINNESOTA STATE as follows:

See Attachments D & E

- b. Payment shall be made by MINNESOTA STATE promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by MINNESOTA STATE's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of MINNESOTA STATE, as determined at the sole discretion of its authorized

representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by MINNESOTA STATE to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR according to the following schedule:

See Attachments D & E

Attachment A - Duties & Responsibilities – PSEO by Contract JPA 2022-2023

1. DUTIES & RESPONSIBILITIES

The Purpose of this agreement is to offer PSEO courses to high school students at the DISTRICT using the funding model described in Attachment E.

Definitions

Post-Secondary Enrollment Options Program or "PSEO." The PSEO program is established by Minnesota Statutes section 124D.09 to "promote rigorous educational pursuits and provide a wider variety of options for students." Through PSEO, high school students may earn both secondary and post-secondary credit for college or university courses completed on a college or university campus, at a high school, or at another location.

A. Admissions Requirements for PSEO Students

PSEO participation shall be available to juniors and seniors enrolled through a Minnesota high school, home school, or alternative learning center who present evidence of the ability to perform college-level work. Such evidence includes the following:

1. Seniors, class rank in the upper one-half of their class, or score at or above the 50th percentile on a Minnesota State recognized nationally standardized, norm-referenced test (ACT, SAT, Aspire, or PSAT), or cumulative GPA of 2.8 (on a 4.0 scale) or better
2. Juniors, class rank in the upper one-third of their class, or score at or above the 70th percentile on a Minnesota State recognized nationally standardized, norm-referenced test (ACT, SAT, Aspire, or PSAT), or cumulative GPA of 3.2 (on a 4.0 scale) or better
3. Students who are in the 11th or 12th grade who are applying for Technical coursework will be required to demonstrate that they have the ability to successfully complete college coursework at a C level or higher. The following criteria may be reviewed before an admission decision is determined – recommendations from a high school contact person, coursework taken in high school, GPA, class rank, New Student Assessment Testing and Minnesota State recognized nationally standardized, norm-referenced test results. A student who seeks to change their declared major must meet stated PSEO criteria at the time the request is made.

Attachment B – Contractor’s Duties – PSEO-C JPA 2022-2023

CONTRACTOR'S DUTIES. The CONTRACTOR shall ensure the following program logistics:

- Provide general information about the PSEO-C to all eligible students enrolled in their high school (MN Statutes 2004, Section 124D.09, and Subdivision 7).
- Have each student who plans to take a PSEO-C course complete the COLLEGE online application and PSEO Notice of Registration form.
- Send the completed forms/scores to the COLLEGE designee along with complete student transcript.
- For any student not falling into published Admissions Requirements stated in ATTACHMENT A; a letter of recommendation from a school contact person, citing evidence and belief in the student's ability to perform college level work in the PSEO-C course content area MUST accompany the Student application materials. Student must also complete the Admissions Appeal Form and letter of appeal.
- Provide the COLLEGE with the number of high school classes that each PSEO-C students is taking to ensure accurate calculation of recapture funding.
- In a timely manner as requested, send to COLLEGE designee, the academic high school calendar showing required school days, as well as the start and end dates for each semester.

Attachment C – Minnesota States’s Duties – PSEO-C JPA 2022-2023

MINNESOTA STATE'S DUTIES. MINNESOTA STATE shall:

- Provide necessary registration, withdrawal, and drop-add information.
- Provide, through online student orientation sessions, information about the academic and student support services available to all students at the college and outlines their responsibilities, including their responsibility to communicate with their high school about their academic progress in courses offered through PSEO-C (MN State Policy Chapter 3.5.1 Part 3 Subpart A).
- Provide the necessary application and PSEO Notice of Student Registration
- Provide the necessary Withdrawal and Drop-Add Forms or online process.
- Provide the means for college course placement assessment testing.
- Makes appropriate record adjustments for students in accordance to Drop/Add and Withdrawal policies.
- Maintains college course records for high school students and awards college credit for successfully completed courses.
- Provides student official transcripts.
- Provide assistance to students to access the COLLEGE Library and D2L (Desire 2 Learn) on line systems as needed or requested.

Attachment D – Consideration and Terms of Payment – PSEO-C JPA 2022-2023

2. CONSIDERATION AND TERMS OF PAYMENT.

Faribault ISD #656 will be invoiced by the COLLEGE at the respective academic year rate for tuition, fees, and textbook rental per credit hour per student as follows:

\$226.26 per college credit hour per student,

this amount being equal to that which State will currently pay a post-secondary institution engaged in PSEO program. This rate will change as the State standard rate changes. The current rate includes usual tuition, fees, texts, textbooks are owned and are property of the College; the current rate does not, per this Contract, include laptop rental or special tuition as approved by Minnesota State for particular courses and programs;

2) In addition, the College will invoice the District the additional amount, which reflects the current agreement between the College and the District on the joint sharing of the recaptured/redistributed revenues from State. This amount is a set amount of the recaptured State funding received by the District.

The exact formula for determining the amount to be distributed is shown in the ATTACHMENT E.

- b. Payment shall be made by Faribault ISD #656 within 30 days after MINNESOTA STATE has presented invoices for services performed to Faribault ISD #656. Invoices shall be calculated once each academic semester.