



## **INCOME CONTRACT**

This contract is by and between Burnsville High School, 600 State Hwy 13, 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 information:
- Provide an Inver Prep program online application.
- If the High School chooses to use the Accuplacer test, the college will 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 Inver Prep course.
- Provide student electronic materials concerning IHCC academic policies and student responsibilities. (Minnesota State Policy Chapter 3.5.1 Part 3 Subpart A.) o Student Policies <https://www.inverhills.edu/Policies/index.aspx>
- Create class lists and enter grades.
- Make appropriate record adjustments for students in accordance to Drop/Add and Withdrawal policies.
- Maintain appropriate college course records for High School students and award college credit exclusive to Inver Hills Community College.
- Ensure that each college faculty mentor:

- Initiates an orientation session with Inver Prep High School teachers prior to the start of any Inver Prep course offering.
  - Collaborates with the High School Inver Prep teacher to clarify the approved college course outline and to create a course syllabus for the Inver Prep 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 Inver Prep teachers to assure that assessment meets academic department criteria.
- If the High School teacher is new to the Inver Prep program the faculty mentor will:
    - Visit the class at least once during the semester to observe teaching and student response to instruction, meeting with the teacher after each classroom observation as well as providing a guest lecture/presentation.
    - Communicate regularly (face-to-face, on-line, by telephone, etc.) with the High School Inver Prep teacher and monitor 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.
    - Review selected graded assignments, tests and papers.
    - Extend to High School Inver Prep teachers, invitations to participate in appropriate campus-based faculty development activities. (Minnesota State Policy Chapter 3.5.1 Part 4 Subpart D Number 2).
  - If the High School teacher has taught in the Inver Prep program in previous years:
    - The college faculty liaison will conduct a needs assessment of the High School faculty to determine their professional development needs.
    - The college faculty liaison and High School teacher will work collaboratively to establish 4 professional development opportunities for the semester (can include face-to-face, phone, Zoom, or event meetings).
    - The High School teacher will be invited to attend 1 Academic Development Day event in the academic year (occurring in August) and may participate in additional development events that are relevant to their professional growth.

## 2. **DUTIES OF PURCHASER.**

The Purchaser agrees to provide the following:

- Provide class start and end date for each Inver Prep course.
- Work with College staff to schedule and administer the Accuplacer exam for students interested in Inver Prep courses prior to student admission and registration as needed.
- Ensure the following course scheduling requirements:

- Enrollment of Inver Prep courses must not exceed the class tally established by Inver Hills Community College.
- Inver Prep courses shall not simultaneously enroll Inver Prep and non- Inver Prep students unless previously approved by the college administration.
- By the end of the enrollment/registration timeframe provided to the High School, have students complete the online Inver Prep Application (student enrollment process) for the college's Inver Prep program and send a completed student enrollment list to the College's Inver Prep program administrator.
  - The enrollment list for each Inver Prep 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 an Inver Prep course.
  - The High School shall be responsible for ensuring that the student meets the eligibility requirements for Inver Prep courses.
- 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 High School teacher lunches for campus visits.
- Ensure that each High School Inver Prep teacher does the following:
  - Attends a yearly workshop at IHCC to discuss issues, policies, procedures, and discipline specific component.
  - Uses the course outline for the Inver Prep course provided by the college.
  - 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
  - Provides the college faculty mentor with documentation that ensures each Inver Prep 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.

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 80<sup>th</sup> 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

- 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) <i>Heather Aagesen-Huebner</i> <small>Heather Aagesen-Huebner (Aug 20, 2025 12:38:34 CDT)</small>	Heather Aagesen-Huebner
Title VP Finance & Operations	
Date 08/20/2025	

**2. PURCHASER: Burnsville 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