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STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

MINNESOTA NORTH COLLEGE

INCOME CONTRACT

FOR POSTSECONDARY ENROLLMENT OPTIONS (PSEO) BY CONTRACT

This contract is by and Northome School, ISD 363; PO Box 465 Hwy 1, Northome, MN 56661 (hereinafter "SCHOOL DISTRICT") and the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Minnesota North College (hereinafter "COLLEGE/UNIVERSITY"). This contract does not apply to concurrent enrollment courses.

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

WHEREAS, the COLLEGE/UNIVERSITY, is empowered to enter into income contracts pursuant to Minnesota Statutes, Chapter 136F;

NOW, THEREFORE, it is agreed:

- I. DUTIES OF SCHOOL DISTRICT. The SCHOOL DISTRICT agrees to provide the following:
 - a. Perform all duties as required by the Postsecondary Enrollment Options Act (M.S. 124D.09) (Attachment A) and Minnesota State Board Policy 3.5 and System Procedure 3.5.1 (Attachment B).
- II. DUTIES OF COLLEGE/UNIVERSITY. COLLEGE/UNIVERSITY agrees to provide the following:
 - a. Perform all duties as required by the Postsecondary Enrollment Options Act (M.S. 124D.09) (Attachment A) and Minnesota State Board Policy 3.5 and System Procedure 3.5.1 (Attachment B).
- III. DUTIES OF COLLEGE/UNIVERSITY and SCHOOL DISTRICT. Both the SCHOOL DISTRICT and the COLLEGE/UNIVERSITY agree to:
 - a. Perform all duties as required by the Postsecondary Enrollment Options Act (M.S. 124D.09) (Attachment A) and Minnesota State Board Policy 3.5 and System Procedure 3.5.1 (Attachment B); and all other duties as stipulated in Attachment C.

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IV. CONSIDERATION AND TERMS OF PAYMENT.

A. Consideration for all services performed by the COLLEGE/UNIVERSITY pursuant to this contract shall be paid by the SCHOOL DISTRICT limited to the courses listed in Attachment D as follows:

1) The SCHOOL DISTRICT will be invoiced by the COLLEGE/UNIVERSITY at the respective academic year rate for tuition, fees, and textbook rental per credit hour per student as follows.

Academic Year	Rate
2022-23	\$226.62

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2) Additional fees required for students to complete course(s) shall be negotiated between the two parties and described here.

3) Other non-required costs related to course specific software and tools are the responsibility of the student and described here.

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B. Terms of Payment. Payments shall be made by the SCHOOL DISTRICT as follows:

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1) Invoices will be sent by the COLLEGE/UNIVERSITY to the SCHOOL DISTRICT by December 1, 2022 in the fall and May 1, 2023 in the spring.

2) Payments to the COLLEGE/UNIVERSITY by the SCHOOL DISTRICT for the tuition/fees/textbooks charge for each semester will be made within thirty (30) days of the SCHOOL DISTRICT receiving the invoice.

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V. TERM OF CONTRACT. This contract shall be effective on August 22, 2022, **or upon the date that the final required signature is obtained by the COLLEGE/UNIVERSITY, whichever occurs later**, and shall remain in effect until June 14, 2023, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The COLLEGE/UNIVERSITY understands that NO work should begin under this contract until ALL required signatures have been obtained, and the COLLEGE/UNIVERSITY is notified to begin work by the SCHOOL DISTRICT’s Authorized Representative.

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This agreement is effective for the 2022-2023 Academic Year(s).

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VI. CANCELLATION. This contract may be canceled by the COLLEGE/UNIVERSITY 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, the COLLEGE/UNIVERSITY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

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VII. AUTHORIZED REPRESENTATIVES.

THE COLLEGE/UNIVERSITY'S AUTHORIZED REPRESENTATIVE. The COLLEGE'S Authorized Representative for the purposes of administration of this contract is:

Name: Richard Kangas, Associate Vice President of Student Affairs
Address: 1851 East Highway 169, Grand Rapids, MN 55744
Telephone: 218.322.2319
E-Mail: richard.kangas@minnesotanorth.edu
Fax: 218-322-2325

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

Name: Jeremy Tammi
Address: PO Box 465, Northome, MN 56661
Telephone: 218-897-5275
Email: Jeremy.tammi@isd363.org
Fax: 218-897-5280

The SCHOOL DISTRICT'S Authorized Representative shall have final authority for acceptance of the COLLEGE/UNIVERSITY services and, if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause II, paragraph B.

VIII. ASSIGNMENT. The SCHOOL DISTRICT shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of the COLLEGE/UNIVERSITY.

IX. LIABILITY. Each party will be responsible for its own acts and behavior and the results thereof. The COLLEGE/UNIVERSITY and the SCHOOL DISTRICT's liability is governed by the Minnesota Tort Claims, Act, Minn. Stat. § 3.736, and other applicable laws.

X. 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/UNIVERSITY will inform students of support services available at COLLEGE/UNIVERSITY 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.

XI. 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.

119 XII. GOVERNMENT DATA PRACTICES ACT. Both parties must comply with the
120 Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to
121 all data provided by either party in accordance with this contract, and as it applies to all
122 data, created, collected, received, stored, used, maintained, or disseminated by either party
123 in accordance with this contract. The civil remedies of Minnesota Statutes Section 13.08,
124 apply to the release of the data referred to in this Article by either the SCHOOL DISTRICT
125 or the COLLEGE/UNIVERSITY. In the event either party receives a request to release
126 the data referred to in this Article, the receiving party must immediately notify the other
127 and receive instructions from the other party concerning the release of the data to the
128 requesting party before the data is released.

129 XIII. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State
130 of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach
131 thereof, shall be in the state or federal court with competent jurisdiction in St. Louis
132 County, Minnesota.

133 XIV. AUDITS. The books, records, documents, and accounting procedures and practices of
134 either party relevant to this contract shall be subject to examination by the contracting
135 department and the Legislative Auditor for the COLLEGE/UNIVERSITY and the State
136 Auditor for the SCHOOL DISTRICT.

137 XV. OTHER PROVISIONS. (Attach additional page(s) if necessary):

138 IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to
139 be bound thereby.

140 **APPROVED:**

141 **1. MINNESOTA STATE COLLEGES AND UNIVERSITIES**

142 Minnesota North College
143

By (authorized college/university/office of the chancellor initiating agreement)

Title: AVP of Student Affairs

Date:

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145 **2. SCHOOL DISTRICT:**

146 **School District certifies that the appropriate person(s) have executed the contract on**
147 **behalf of the School District as required by applicable articles, by-laws, resolutions, or**
148 **ordinances.**
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By (authorized signature)
Title:
Date:

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151 **3. AS TO FORM AND EXECUTION:**

By (authorized college/university/office of the chancellor initiating agreement)
Title:
Date: