



# State of Minnesota

## Joint Powers Agreement

SWIFT Contract Number: 270050

This Agreement is between the State of Minnesota, acting through its Commissioner of the Office of Higher Education ("State") and Burnsville-Eagan-Savage School District, ISD # 0191 ("Governmental Unit").

### Recitals

Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of high schools and/or school districts to participate in the Direct Admissions Minnesota program, a free program to promote college application and attendance for enrolled high school seniors (grade 12). Under Minnesota Statutes § 136A.84, the program is designed to automatically offer proactive admission into eligible public or nonprofit institutions located in Minnesota, to Minnesota high school seniors based on a student's high school grade point average, high school and college transcript information, standardized tests, statewide assessments, among other measures. High schools and/or school districts play a critical role in Direct Admissions Minnesota by working with the State to review academic data, submit transcripts to colleges, communicate with students, parents, staff, and the local community, and assist with program operations and maintenance.

### Agreement

#### 1. Term of Agreement

1.1 Effective Date: July 1, 2025, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

1.2 Expiration Date: June 30, 2030, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2. Program Overview

Early in the school year, seniors at participating high schools who are on track to graduate will receive personalized communication from the Office of Higher Education that lists all participating Minnesota colleges and universities they are proactively admitted to. Students must then complete a FREE admissions application for each of the colleges and universities they are interested in attending. All participating colleges and universities are waiving application fees as part of the Direct Admissions Minnesota program ("Program").

Although students have received "direct admission" to the institutions on their list, they still must submit applications to their colleges and universities according to their application deadlines.

#### 3. Agreement between the Parties

The Parties shall work together to implement the Program.

### **3.1 Governmental Unit Duties.**

The Governmental Unit agrees to perform the following tasks:

- Provide staff to administer the Program in accordance with State guidelines, policies, objectives
- Require staff administering the Program to participate in training provided by the State
- Disseminate information provided by the State to appropriate staff and stakeholders regarding Program operations and needs
- For each academic school year:
  - Launch the Program by sending Tennessean and FERPA notifications to students prior to conducting the academic review of student records for the purposes of the Program
  - Develop a roster of students eligible for and willing to participate in the Program
  - Complete the academic review for eligible students on the roster and transfer the information securely to the State
    - Utilize the student information system (or SIS) report or State-managed technology to conduct the academic review
    - Transmit data to the State on an agreed upon schedule
  - Send each student's transcript to all colleges the student selects for Direct Admissions, within the timeframe specified by the State; the Governmental Unit may contract with a third party for e-transcript services to carry out this task
  - Send end of senior year optional program survey to students to gauge program effectiveness and process improvements
- Test the SIS software as needed to make sure there is appropriate functionality for the academic review's reports
- Supply students with information about the FAFSA or MN Dream Act, as provided by the State
- Provide feedback as requested to the State on Program operations and student response
- Administrators of the Program should complete all tasks by December 31, annually

### **3.2 State Duties.**

The State agrees to perform the following tasks:

- Provide training to Governmental Unit's staff involved in the administration of the Program
- Provide content to Governmental Unit for the notifications required to be sent to students and parents
- Work with Governmental Unit's partnering SIS vendor to make sure academic criteria are accessible and can be sent securely to the State
- Receive information from schools on student data fields and distribute survey notification to students interested in participating
- Disseminate information on student selections to participating colleges
- Disseminate information and provide training to staff, leadership, and others in preparation for initial notifications
- Disseminate information and provide info sessions to parents, programs, and community groups in preparation for initial notifications, as available
- Hold meetings to gather feedback on Program operations and student response, as needed
- Disseminate follow-up reports for schools and districts on Program participation rates

### 3.3 Data Sharing Agreement.

The Parties agree to perform their duties in accordance with the data sharing agreement attached and incorporated in Exhibit 2.

## 4. Consideration and Payment.

**4.1 Consideration.** The State will pay for all services performed by the Governmental Unit under this Agreement as follows:

**4.1.1 Payment.** The Governmental Unit will be paid based on the 12<sup>th</sup> grade enrollment numbers at each school participating in the Program. Payment will not exceed the following amounts per academic year:

- \$500 per school with 1-499 12th grade students enrolled
- \$1,000 per school with 500 or more 12th grade students enrolled

**4.1.2** Payment is limited to the following schools participating in the Program under the authority of the Governmental Unit:

School Name	Estimated Annual Payment	Total Not-to-Exceed Amount for 5 Years
Burnsville Alternative High School	\$500	\$2,500
Burnsville High School	\$1000	\$5,000
Burnsville Virtual Academy	\$500	\$2,500
<b>Total</b>	<b>\$2,000</b>	<b>\$10,000</b>

**4.1.3 Total Obligation.** The obligation of the State under this Agreement will not exceed \$2,000 per year, for a total obligation not to exceed \$10,000. The actual payment will be calculated annually based on the enrollment numbers, with payment not to exceed the limits stated above in subsection 4.1.1.

**4.2 Invoices.** The State will promptly pay the Governmental Unit after the Governmental Unit presents an invoice for services performed, and the State's Authorized Representative accepts the invoiced services.

**4.2.1** Invoices shall be submitted in the form prescribed in Exhibit 1 and clearly identify: (1) the 12th grade enrollment numbers for the academic year, and (2) the date of file transmission to the State.

**4.2.2** Invoices should be submitted timely and in accordance with the following schedule, and will be forfeited if not received within the respective fiscal year:

- By June 1<sup>st</sup> annually for services performed from July 1 through December 31 of the prior calendar year.

*For example, invoices for services performed between July 1, 2025 to December 31, 2025, must be submitted no later than June 1, 2026.*

4.2.3 Invoices must be submitted to the State's Accounts Receivables office at [AR.OHE@state.mn.us](mailto:AR.OHE@state.mn.us) and carbon copy the State's Authorized Representative.

## **5. Authorized Representatives**

The State's Authorized Representative is Aaron Salasek, Coordinator of Direct Admissions Minnesota, 651-259-3915, [aaron.salasek@state.mn.us](mailto:aaron.salasek@state.mn.us), or their successor.

The Governmental Unit's Authorized Representative is Theresa Battle, Superintendent, [tbattle@isd191.org](mailto:tbattle@isd191.org), 952-707-2005, or their successor.

## **6. Assignment, Amendments, Waiver, and Contract Complete.**

6.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

6.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

6.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

6.4 Contract Complete. This Agreement contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## **7. Indemnification.**

7.1 In the performance of this Agreement, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the Governmental Unit, any third party that has a business relationship with the Governmental Unit, and Governmental Unit's agents or employees, to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Agreement.

7.2 Nothing within this Agreement, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This

shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

#### **8. State Audits.**

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

#### **9. Government Data Practices.**

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the State's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.

#### **10. Venue**

Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

#### **11. Termination**

**11.1 Termination.** The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

**11.2 Termination for Insufficient Funding.** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

#### **12. Exhibits**

The following Exhibits are attached and incorporated into this Contract:

Exhibit 1: Sample Invoice

Exhibit 2: Data Sharing Agreement

**Signatures.**

**1. State Encumbrance Verification**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05, or will be encumbered no later than July 31, 2025 as allowed by Admin Policy 21-01.*

Print Name: Kim Montgomery  
Signature: *Kim Montgomery*  
Title: Contract Coordinator Date: May 27, 2025  
SWIFT Contract No. 270050 / PO 3-8959

**2. Governmental Unit**

Print Name: Theresa Battle  
Signature: \_\_\_\_\_  
Title: Superintendent Date: \_\_\_\_\_

**3. State Agency**

*With delegated authority*

Print Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

**4. Commissioner of Administration**

*As delegated to The Office of State Procurement*

Print Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Admin ID: \_\_\_\_\_

Exhibit 1: Sample Invoice

EXAMPLE INVOICE

Made-up High School

Contact staff: Jane Smith  
234 Firewood Lane  
Viking, MN 55108  
555-444-3333  
Business.office@MUHS.k12.mn.us

Invoice number  
123456

November 2, 2025

Date

# 00001  
SWIFT contract

**BILL TO**  
Accounts Receivable  
Minnesota Office of Higher Education  
1450 Energy Park Drive, Suite 350  
St. Paul, MN 55108  
[ar.ohe@state.mn.us](mailto:ar.ohe@state.mn.us)

DESCRIPTION	Admissions cycle	TOTAL
Direct Admissions program participation	2025-2026	500.00
Total number of 12th grade students enrolled for academic year: 189		
Date of file transmission to OHE: 9/21/2025		
Total		500.00

## **Exhibit 2: Data Sharing Agreement**

### **DIRECT ADMISSIONS MINNESOTA DATA SHARING AGREEMENT BETWEEN THE MINNESOTA OFFICE OF HIGHER EDUCATION AND BURNSVILLE PUBLIC SCHOOL DISTRICT**

This Agreement is entered into by the **Minnesota Office of Higher Education (“OHE”)** and **Burnsville Public School District, ISD # 0191 (“District”)** for purposes of sharing data for administration of the Direct Admissions Minnesota program, a statewide college admissions program for high school seniors. The data will be used by **OHE** for the purpose of facilitating the college application process at colleges and universities selected by students enrolled at high schools participating in Direct Admissions Minnesota.

Direct Admissions Minnesota is a state-supported education program, funded under Minn. Stat. § 136A.84. The Direct Admissions Minnesota program is designed to encourage all participating high school seniors to consider themselves “college material” by proactively notifying them of the colleges and universities that will admit them. Students will receive a notification based on academic performance that lets them know which participating Minnesota colleges and universities will directly admit them, information about how to apply, and other essential next steps. High schools work with **OHE** to conduct an academic review, share information with students and families about their eligibility for admissions, facilitate transcript submission to colleges, and to assist with troubleshooting and answering student and family questions about the program.

#### **1. Parties**

- a. OHE is the state agency responsible for funding, administering, and evaluating programs serving prospective and current college students enrolling in and completing postsecondary education. OHE is a state educational authority and has corresponding authority and responsibility to administer postsecondary programs, and to evaluate postsecondary education in Minnesota.
- b. Colleges and universities participating in Direct Admissions Minnesota are postsecondary institutions recognized by the U.S. Department of Education or registered in Minnesota by OHE.
- c. The **District** is a local educational agency physically located in Burnsville, Minnesota.

#### **2. Legal Authority for Data Sharing**

- a. OHE is a state educational authority under 34 C.F.R. § 99.31(a)(3)(iv) of the Family Educational Rights and Privacy Act (FERPA).
- b. The **District** is a local educational agency under 34 C.F.R. § 99.1(a) of FERPA, and subject to the requirements of 34 C.F.R. § 99.30-39.
- c. Both OHE and the **District** are authorized under the FERPA and Minn. Stat. § 13.32, subd. 3(e), to disclose otherwise private educational data under 34 C.F.R. § 99.31(a)(2) regarding individual students, subject to the requirements of 34 C.F.R. § 99.34, to officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer.



- d. In addition, the **District** is authorized under FERPA and Minn. Stat. § 13.32, subd. 3(e) to disclose private educational data under 34 C.F.R. § 99.31(a)(1)(i)(B)(1) to contractors who perform an institutional service or function for which the agency or institution would otherwise use employees.
- e. OHE is authorized under 34 C.F.R. § 99.35(a), to access education records in order to conduct audits or evaluations of federal or state-supported education programs, including compliance and enforcement activities.
- f. This Agreement complies with 34 C.F.R. §§ 99.31(a)(6) and 99.33(b).
- g. Finally, this Agreement complies with Minn. Stat. § 13.32, subd. 3(e) of the Minnesota Government Data Practices Act (MGDPA), which permits disclosure of private student data pursuant to FERPA.

### 3. Purpose and Scope

- a. Data shared under this Agreement includes personally identifiable information for the purpose of facilitating the college application process at colleges and universities selected by students enrolled at high schools participating in Direct Admissions Minnesota.
- b. Data shared under this Agreement includes personally identifiable information for students enrolled in Grade 12, and selecting one or more colleges and universities to be admitted to under Direct Admissions Minnesota.
- c. Data shared:
  - i. Will be redisclosed by OHE to colleges and universities selected by the student for purposes of Direct Admissions Minnesota,
  - ii. Will be joined by OHE to personal contact and anticipated enrollment information provided voluntarily by a student, as shown in Attachment 2,
  - iii. Will be used to provide the **District** with summary data on participation in Direct Admissions for all participating high schools,
  - iv. Will be used by OHE to troubleshoot any issues related to college admissions for students of the **District** seeking to enroll via Direct Admissions at any of the participating colleges and universities,
  - v. Will be used by OHE to evaluate the Direct Admissions program, specifically the impact of the program on application to, enrollment in, and completion of postsecondary education in Minnesota by student academic and demographic characteristics, utilizing the data provided by the **District** and by the Minnesota Department of Education, and
  - vi. Will be redisclosed by OHE to college preparation and support programs. For purposes of this clause, a college support program is defined as a program whose purpose is to facilitate colleges enrollment by providing admissions and financial aid advising activities and support to individual students seeking to enroll in a college participating in Direct Admissions. Information redisclosed to a college preparation and support program under this clause is limited to the name of the college chosen by a student participating in the college preparation and support program for

purposes of Direct Admissions, and for whom the college preparation and support program has written consent to share and receive student level data.

- d. Data elements to be shared are listed in Attachment 1.

#### 4. Duties

- a. **District responsibilities.** The District will:

- i. At a minimum, provide each student's parent or guardian seeking to participate in Direct Admissions Minnesota with the following Tennesen Warning in order to fulfill the District's requirements as a public entity under FERPA and MGDPA:

***Tennesen Warning.*** In accordance with the Minnesota Government Data Practices Act, the District is required to inform you of your rights as they pertain to the private information collected from you. When you elect to participate in Direct Admissions Minnesota, the following information about the student is collected: **Name, MARSS Number, academic information, high school transcript, contact information, gender, date of birth, and colleges selected for direct admissions.** The District collects information on students' college selections and contact information in order to participate in the Direct Admissions program. This data will be used by the District and the Minnesota Office of Higher Education staff to notify colleges of your direct admissions participation, waive application fees at the colleges, and provide colleges with your contact information to complete the admissions process. You are not required to provide this information and may choose to apply to the identified colleges using the application links they provide on their website. If you choose not to select any postsecondary institutions via the program survey or elect the "I'm not interested in Direct Admissions" selection, your data will not be redistributed to any participating colleges or universities through Direct Admissions.

In addition, the Office of Higher Education will ask you to volunteer additional contact information to facilitate the college admissions process (e.g. contact information, anticipated date of enrollment, parent or guardian name and contact information). You are not required to submit the personal contact or anticipated enrollment information requested. If you do not provide the personal contact or anticipated enrollment information, you still may participate in Direct Admissions and the colleges you selected will be instructed to reach out to you for this information via the admissions application form or other means.

Information you provide is available only to you, your District, the Office of Higher Education, the colleges you identify, the Office of the Legislative Auditor, and upon court order.

- ii. Provide to OHE personally identifiable information consistent with this Agreement and as described in Attachment 1, and
    - iii. Understand and comply with all the data practices provisions of this Agreement.

- b. **OHE responsibilities.** OHE will:

- i. Create and maintain a secure method of transmission of data,

- ii. Provide to colleges and universities participating in Direct Admissions personally identifiable information on behalf of students enrolled at the **District** consistent with this Agreement and as described in Attachment 1,
- iii. Conduct reporting as described in the Purpose and Scope section of this Agreement, and
- iv. Understand and comply with all the data practices provisions of this Agreement.

## 5. Data Practices Provisions

- a. The Parties agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes 13.01 *et seq.*, and any and all other applicable state and federal laws governing the data shared pursuant to this Agreement and all data, created, collected, received, stored, used, maintained, or disseminated by OHE under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of data governed by the MGDPA. Each party is individually responsible for compliance with laws and regulations governing or affecting the collection, storage, use, sharing, disclosure and dissemination of private data maintained by each party.
- b. OHE agrees to comply with all applicable federal and state laws, statutes, and rules with respect to the protection of privacy, security and dissemination of the shared data. Nothing in this agreement may be construed to allow either party to maintain, use, disclose or share student information in a manner not allowed by federal or state laws.
- c. OHE and the **District** understand that personally identifiable information maintained by either party to the agreement is subject to the privacy and confidentiality provisions of federal and state statutes, rules and regulations, including, but not limited to, the Family Education Rights and Privacy Act (20 U.S.C 1232g); related federal regulations (34 C.F.R. Part 99); the Minnesota Government Data Practices Act, Minnesota Statutes 13.01 *et seq.*; and federal laws and regulations regarding students with disabilities (20 U.S.C. §1417 (c); 34 C.F.R. 300.32, 34 C.F.R. §§ 300.610-300.627)).
- d. OHE agrees to use the data it receives only to the extent necessary to achieve the goals stated herein. OHE will not use the individual-level data for any other purpose unless required by applicable state and/or federal law or judicial order.
- e. Data exchanged under this Agreement may not be duplicated, disseminated or used by OHE for another purpose or program without the express written permission of the **District** unless required by applicable state and/or federal law or judicial order. All copies of data of any type, including modifications or additions to data from any source that contains information regarding individuals, are subject to the provisions of this Agreement in the same manner as the original data.
- f. Data exchanged under this Agreement will be made available through secure means.
- g. OHE agrees that only those employees, contractors, and agents who need to have access to data provided under this Agreement because they are conducting work directly related to Direct Admissions Minnesota will have access to the data. OHE agrees to provide the **District** with a list of staff members currently assigned to the approved research upon request.
- h. OHE agrees that all employees, contractors, and agents who receive data provided pursuant to this Agreement agree to comply with all applicable data practices, data privacy laws and regulations.

- i. All employees, contractors, and agents of OHE who have access to data shared under this Agreement will complete data practices and data security training.
- j. All employees, contractors and agents of OHE who have access to the data shared under this Agreement will comply with all applicable federal and state laws with respect to the data shared under this Agreement.
- k. OHE agrees that all individuals having access to data under this Agreement are subject to reasonable supervision to ensure compliance with applicable federal and state data practices law.
- l. OHE will use reasonable efforts to store and process all data collected, created, used, maintained, or disclosed in such a way that unauthorized persons cannot retrieve the information by means of a computer, remote terminal, or any other means. OHE will use appropriate safeguards to prevent use or disclosure of private data on individuals by its employees, contractors, and agents, including but not limited to implementation of administrative, physical, and technical safeguards to reasonable and appropriately protect the privacy and integrity of individual-level data that it creates, receives, maintains, or transmits under this Agreement.
- m. OHE will report any known breach of security of data incidents to the **District** following discovery or notification of the breach, consistent with Minn. Stat. § 13.055, subd. 2. "Breach of the security of the data" means unauthorized acquisition of data maintained by a government entity that compromises the security and classification of the data. Minn. Stat. § 13.055, subd.1(a). This report must be made in writing and submitted to the authorized representatives after the security or privacy incident is discovered by OHE.
- n. OHE will only disclose data in summary form for public reports, unless otherwise specified herein.
- o. OHE will destroy data received under this Agreement when it is no longer needed for the purpose of this agreement. OHE will use a secure method of destruction that prevents inadvertent release of any data and protects the privacy and confidentiality of the data. Upon request, OHE will send a letter to the **District's** authorized representative that confirms the method and date of the data destruction. Summary data and summary analyses created from data provided pursuant to this agreement are not subject to destruction requirements.
- p. If the **District** determines that OHE has violated this Agreement, the **District** reserves the right to request that OHE immediately destroy all de-identified or anonymized data received under this Agreement.
- q. The **District** retains the right to conduct audits or other monitoring of OHE's policies, procedures, and systems related to storage and analysis of data. OHE agrees to allow the **District** reasonable access if the **District** conducts any audit or monitoring.

## 6. Miscellaneous Provisions

- a. **Liability.** Each party will be responsible for its own acts and behavior and the results thereof. No party will be liable for violations of any applicable laws, or the terms of this Agreement, indirectly or directly arising out of or resulting from, or in any manner attributable to the actions of the other party. The liability of a state agency is governed by the provisions of the Minnesota Torts Claims Act, Minn. Stat. § 3.732 and 3.736, *et. seq.*, and other applicable law.

- b. **Transfer.** No party may assign its obligations under this Agreement, nor any part of its interest in this Agreement, to another party.
- c. **Amendment.** Any amendments to this Agreement shall be in writing and shall be executed as an amendment to the Agreement by both parties.
- d. **Contract Complete.** This Agreement contains and supersedes all prior negotiations and agreements between the parties with respect to the subject matter hereof and as further described in the Purpose and Scope of this Agreement. No other understanding regarding this Agreement, whether written or oral, may be used to bind any party.
- e. **Cancellation.** This Agreement may be canceled by any party at any time, with or without cause, upon thirty (30) days written notice to the other party. Each party specifically reserves the right to immediately cancel this Agreement should a party, in its sole discretion, determine that private or confidential student information has been released in a manner inconsistent with this Agreement or has not been maintained in a secure manner.
- f. **Authorized Representatives.** OHE and the **District** designate a single authorized representative for purposes of maintaining the data sharing agreement and ensuring that it is properly enforced.  
  
OHE authorized representative is Aaron Salasek, Coordinator of Direct Admissions Minnesota, (651) 259-3915, or their successor.  
  
The **District's** authorized representative is Theresa Battle, Superintendent, tbattle@isd191.org, 952-707-2005, or their successor.
- g. **Effective Dates.** The terms of this Agreement shall take effect upon signature of both parties and will remain in effect until June 30, 2027.

Signatures.

Burnsville Public School District

\_\_\_\_\_  
Name: Theresa Battle  
Title: Superintendent

\_\_\_\_\_  
Date

Minnesota Office of Higher Education

\_\_\_\_\_  
PaZong Thao  
Contracts Director

\_\_\_\_\_  
Date

### Attachment 1

#### Data to be shared for Direct Admissions Minnesota

#	Data Element Name	Data Element Description
1	High School Name	High School Name
2	High School MDE ORG Number	High School MDE ORG Number
3	High School ACT ID	High School ACT ID
4	Student First Name	Student First Name
5	Student Last Name	Student Last Name
6	Student MARSS Number	13-digit MARSS Number
7	Academic Tier	Academic Tier assigned to the student based on specification sent by OHE
8	Student Email	Email address chosen by the student for contact with selected colleges
9	Student Gender	Gender of the student
10	Student Date of Birth	Date of Birth of the student
11	Anticipated high school graduation date	Anticipated high school graduation date of the student
12	Student Grade Point Average for Direct Admissions	Student Grade Point Average for Direct Admissions
13	Name of College Selected by the Student for Direct Admissions	Name of College
14	OPE ID of College Selected by the Student for Direct Admissions	8-digit OPE ID of College

## Attachment 2

### Sample OHE Additional Information Form for Students

#### Minnesota Office of Higher Education

#### Direct Admissions Additional Data Form

**Congratulations and Thank you for Participating in Direct Admissions!** Based on the information provided by your high school, your information is being sent to the colleges you selected who will contact you at your school email address. If you are willing to speed up the process, we would like to collect a little information to allow those colleges to create your admissions profile.

*Tennessen warning. In accordance with the Minnesota Government Data Practices Act, OHE is required to inform you of your rights as they pertain to the private information collected from you. We collect the personal contact or anticipated enrollment information shown below in order to facilitate your admissions to the colleges you selected for Direct Admissions. You are not required to submit the personal contact or anticipated enrollment information requested below. If you do not provide the personal contact or anticipated enrollment information below, you still may participate in Direct Admissions and the colleges you selected may reach out to you for similar information via the admissions application form or other means. Information you provide is available only to you, OHE employees, agents, and contractors, employees of the colleges you selected, the Office of the Legislative Auditor, and upon court order.*

**In order to connect this information with your high school information, please tell us the following:**

1. Select your high school? \_\_\_\_drop down list \_\_\_\_ (required)
2. Your first name (student) \_\_\_\_\_ (text, required)
  - What is your preferred first name? \_\_\_\_\_ text \_\_\_\_\_
3. Your last name (student) \_\_\_\_\_ (text, required)

**To create your college application profile, we are asking you to volunteer the following information. You are not required to provide it to participate in Direct Admissions, but it will speed up the process.**

4. When would you like to enroll? check boxes [OHE is expected to annually update the years in the answers below to reflect correct semester start options]
  - ☐ Spring 2026 (January 2026, assumes you will graduate in December 2025)
  - ☐ Summer 2026 (summer enrollment options vary by college)
  - ☐ Fall 2026
5. We have your high school email address, is there another email you would like colleges to use to contact you? \_\_\_\_\_ (email address) \_\_\_\_\_

6. What is your address?

- Address line 1 \_\_\_\_\_ text \_\_\_\_\_
- Address line 2 \_\_\_\_\_ text \_\_\_\_\_
- Address City \_\_\_\_\_ text \_\_\_\_\_
- Address State \_\_\_\_\_ drop down? \_\_\_\_\_
- Address Country \_\_\_\_\_ drop down? \_\_\_\_\_ (if easy to add)
- Address Zip \_\_\_\_\_ text \_\_\_\_\_

7. Is there a phone number you would like colleges to use to contact you? \_\_\_\_\_ phone \_\_\_\_\_

8. Can colleges text message you at the number you listed above?

☐ Yes

☐ No

9. If you would like to supply contact information for a parent or guardian to the colleges you selected, please complete the following:

- Parent/Guardian First Name \_\_\_\_\_ text \_\_\_\_\_
- Parent/Guardian Last Name \_\_\_\_\_ text \_\_\_\_\_
- If your parent or guardian has a different address from you:
  - i. Parent/Guardian Address line 1 \_\_\_\_\_ text \_\_\_\_\_
  - ii. Parent/Guardian Address line 2 \_\_\_\_\_ text \_\_\_\_\_
  - iii. Parent/Guardian Address City \_\_\_\_\_ text \_\_\_\_\_
  - iv. Parent/Guardian Address State \_\_\_\_\_ drop down? \_\_\_\_\_
  - v. Parent/Guardian Address Country \_\_\_\_\_ drop down? \_\_\_\_\_ (if easy to add)
  - vi. Parent/Guardian Address Zip \_\_\_\_\_ text \_\_\_\_\_

*Thank you for participating in Direct Admissions! If you have questions, please contact your high school counselor or the Office of Higher Education ([Direct.Admissions.OHE@state.mn.us](mailto:Direct.Admissions.OHE@state.mn.us)). Have a great senior year!*





## What can program funding be applied to?

Direct Admissions has funding allocated to the Office of Higher Education for helping to administer or augment the program. As part of the proposal for funding, we told the legislature we would be using funding for schools to facilitate college admissions' activity and/or to offset costs incurred by the school to implement the program.

The legislature put no specific requirements on the funding; however, the intent is that it be spending on college search or admissions-related activity at the high school and/or within the state of Minnesota (the latter if a college visit, event, professional development, etc.).

As we know that high schools are incurring staffing, technology, and other related costs due to participation in this program and that those costs can vary school to schools, OHE has chosen to provide each school with the below set amounts by average enrollment level of the 12<sup>th</sup> grade class.

Some ideas we've heard from schools for prior year's funding are the following:

- Supporting a "college selection party" with pizza and snacks at a local college's technology lab.
- In-state college visits.
- Hosting a speaker or panel to discuss college options, workforce outcomes and how college leads to future employment.
- Offsetting program costs incurred to counseling and career center staff.
- Funding childcare costs while hosting a college knowledge event.
- And more!

The amount you can get reimbursed by school is found in the Joint Powers Agreement's section 4 (usually around page 3).

## When and how do I Invoice OHE?

To receive your program funding, your business office either at the school or district will need to create an invoice to bill the Minnesota Office of Higher Education. The invoice will be like the picture shown below (found in Exhibit 1 of the Joint Powers Agreement):



EXAMPLE INVOICE

Made-up High School

Contact staff: Jane Smith  
234 Firewood Lane  
Viking, MN 55108  
555-444-3333  
Business.office@MUHS.k12.mn.us

Invoice number  
123456

November 2, 2025

Date

# 00001  
SWIFT contract

**BILL TO**  
Accounts Receivable  
Minnesota Office of Higher Education  
1450 Energy Park Drive, Suite 350  
St. Paul, MN 55108  
[ar.ohe@state.mn.us](mailto:ar.ohe@state.mn.us)

DESCRIPTION	Admissions cycle	TOTAL
Direct Admissions program participation	2025-2026	500.00
Total number of 12th grade students enrolled for academic year: 189		
Date of file transmission to OHE: 9/21/2025		
Total		500.00

The invoice should include the following:

- **Contact staff for the invoice** (this can be a counselor or someone in the high school business office).
- **Bill to:** This will always be OHE Accounts Receivable team, and please Carbon Copy the OHE program coordinator.
- **Invoice number, date, and SWIFT Contract number:** this can be found on the final copy of the Joint Powers Agreement with all signatures completed.



- **Description Line 1** – Total number of 12<sup>th</sup> grade students enrolled at the high school: The total number of seniors in the class
- **Description Line 2** – Date of academic report transmission to Office of Higher Education: The date the file was quality assured and transferred from the student information system or OHE-managed tool to the agency via secure means.
- **The amount you get reimbursed by school is found in the Joint Powers Agreement's section 4 (around page 3).** If you don't have your JPA handy then use this chart:

Number of 12 <sup>th</sup> grade student	Year 2025-2026
1-499	\$500
500+	\$1,000

- **Description Line 3 – Total: Please indicate the invoice's total amount.**

Please save the invoice as a PDF.

If you have more than a single school that you are invoicing for, please list each school's total details separately on the district invoice.

