



MINNESOTA STATE

Purchaser Name Burnsville-Eagan-Savage School

District 0191

Contract Number: METRO-2025-047008

INCOME CONTRACT

This contract is by and between ISD 0191 200 W. BURNSVILLE PKWY, 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 METROPOLITAN STATE UNIVERSITY (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 to concurrent enrollment program (CEP) to District 0191:
 - A single point of accountability and key contacts for the concurrent enrollment program (CEP).
 - Adherence to all Minnesota State, Higher Learning Commission (HLC), and National Association of Concurrent Enrollment Partnerships (NACEP) policies and standards.
 - Approval of high school instructors who meet Minnesota State, HLC, and NACEP credentialing requirements.
 - Orientation and professional development to the high school instructors as it relates to the CEP, the design and delivery of CEP courses, and staying current in the discipline.
 - Assigned faculty mentors to the high school instructors for the agreed upon courses for the purpose of ensuring that the CEP course is the same as the MINNESOTA STATE course and that it adheres to HLC and NACEP standards.
 - Review and approval of course materials.
 - Student information sessions in conjunction with Purchaser personnel.
 - Support to the PURCHASER in the application, admission, and registration processes for students.
 - Access to learning resources including the library and learning management system (D2L Brightspace).
 - The student survey of instruction for each course and other periodic surveys to improve the CEP and as required by NACEP.
 - Posting of course grades to the students' college transcript upon receiving them from the PURCHASER.
 - Award of college credit to eligible students for successful completion of courses.

- Invoices to the PURCHASER according to the provisions in section 3.
- With the PURCHASER, ongoing CEP improvement for mutual benefit via the adoption of CEP best practices and performance review on a regular basis.

2. **DUTIES OF PURCHASER.** The PURCHASER agrees to provide the following:

- A single point of accountability and a single point of contact for the CEP.
- Appropriately credentialed high school instructors to teach CEP courses at the high school. All instructors remain employees of the PURCHASER.
- The mentor-approved textbooks and other course materials to the students.
- Promotion of the CEP.
- Student information sessions in conjunction with Purchaser personnel.
- Authorized enrollment for eligible high school students for college credit as defined in Minnesota Statute 124D.09.
- Adherence to the application, admissions, and registration processes and timelines.
- Any necessary accommodations to students.
- Design and delivery of the CEP course that is the same as the MINNESOTA STATE course and adheres to HLC and NACEP standards.
- CEP students' course grades to MINNESOTA STATE.
- With MINNESOTA STATE, ongoing CEP improvement for mutual benefit via the adoption of CEP best practices and performance review on a regular basis.
- The high school concurrent enrollment EDU 200 course: Fall 2024
- The high school concurrent enrollment EDU 203 course: Spring 2025

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 Three Hundred and 00/100 Dollars (\$3,300.00) per course/mentor/instructor/ISD Quarter matching.

- b. Terms of Payment.

Fall 2024 Invoice: The invoice for the Fall 2024 EDU 200: Introduction to Urban Education and Reflective Teaching course will be sent to the PURCHASER on December 1, 2024. Payment shall be made by the PURCHASER within 300 days of the date of the invoice presented.

Spring 2025 Invoice: The invoice for the Spring 2023 EDU 203: Multicultural Education course will be sent to the PURCHASER on May 01, 2025. Payment shall be made by the PURCHASER within 300 days of the date of the invoice presented.

4. **TERM OF CONTRACT.**

This contract shall be effective on Sunday, September 01, 2024, or upon the date that the final required signature is obtained by Minnesota State, whichever occurs later, and shall remain in

effect until Sunday, June 15, 2025 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. Theresa Battle

Title: Superintendent

Address: 200 W. BURNSVILLE PKWY, BURNSVILLE, Minnesota 55337

E-Mail: tbattle@isd191.org

- b. An authorized representative of Minnesota State for the purposes of administration of this contract is:

Name: Paul Spies, or their successor

Title: Dean of School of Urban Education

Address: 1501 Hennepin Avenue Minneapolis, Minnesota 55403-1897

Telephone: +1 612-659-7129

E-Mail: Paul.Spies@metrostate.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 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 failure of Minnesota State to fulfill the 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.** None.

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
METROPOLITAN STATE UNIVERSITY**

By (authorized signature and printed name)	
<div><div>Signed by:</div><div></div></div>	Paul Spies
Title	Dean, School of Urban Education
Date 9/23/2024 1:29:15 PM CDT	

2. PURCHASER: ISD 0191

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)	
Theresa Battle	
Title	Superintendent
Date	

By (authorized signature and printed name)	
Title	
Date	

3. AS TO FORM AND EXECUTION:

By (authorized college/university/system office initiating agreement and printed name)	
Title	
Date	

Certificate Of Completion

Envelope Id: F9A1FF7C964B4F2E931B209586AC93BD

Status: Sent

Subject: Signature request on Contract UED Burnsville 0191 Concurrent enrollment FY25

Source Envelope:

Document Pages: 6

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Jaggaer Interface

AutoNav: Enabled

30 7th St E, Ste 350

Envelopeld Stamping: Enabled

Saint Paul, MN 55101

Time Zone: (UTC-06:00) Central Time (US & Canada)

contracts@minnstate.edu

IP Address: 35.170.89.44

Record Tracking

Status: Original

Holder: Jaggaer Interface

Location: DocuSign

9/17/2024 9:14:07 AM

contracts@minnstate.edu

Signer Events**Signature****Timestamp**

Paul Spies

Paul.Spies@metrostate.edu

Dean, School of Urban Education

Security Level: Email, Account Authentication
(None)

Signed by:


0DB1AE2A454B42E...

Sent: 9/23/2024 12:55:33 PM

Viewed: 9/23/2024 1:28:59 PM

Signed: 9/23/2024 1:29:15 PM

Signature Adoption: Pre-selected Style

Using IP Address: 199.17.236.162

Electronic Record and Signature Disclosure:

Accepted: 9/23/2024 1:28:59 PM

ID: 88fc72bc-f1d6-410c-9410-75c51bb5b6fa

Theresa Battle

tbattle@isd191.org

Security Level: Email, Account Authentication
(None)

Sent: 9/23/2024 1:29:16 PM

Resent: 10/1/2024 8:36:08 AM

Viewed: 10/1/2024 9:30:49 AM

Electronic Record and Signature Disclosure:

Accepted: 9/24/2024 8:56:55 AM

ID: a1e62d91-cf5b-4aee-92d5-ba8b04e43886

Katie Nelson

Katie.Nelson@metrostate.edu

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 9/30/2024 2:45:34 PM

ID: 4f50f945-9df6-464f-aebc-d6579f60da8a

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/23/2024 12:55:33 PM
Envelope Updated	Security Checked	10/1/2024 8:36:08 AM
Envelope Updated	Security Checked	10/1/2024 8:36:09 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Minnesota State Colleges and Universities:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: michael.noble-olson@minnstate.edu

To advise Minnesota State Colleges and Universities of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at michael.noble-olson@minnstate.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Minnesota State Colleges and Universities

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to michael.noble-olson@minnstate.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Minnesota State Colleges and Universities

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to michael.noble-olson@minnstate.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- Until or unless you notify Minnesota State Colleges and Universities as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Minnesota State Colleges and Universities during the course of your relationship with Minnesota State Colleges and Universities.