



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:

- Admission requirements and acceptance to the PSEO Program are pursuant to Minnesota Statutes 124D.09 and MINNESOTA STATE policies, and determined by INVER HILLS.
- INVER HILLS will provide an orientation session to students and parents that will include information regarding academic planning, course selection and registration, college expectations, resources and services that are available to students, transfer information, and college policies including data privacy policy, attendance policy, code of conduct policy, satisfactory academic progress policy, book borrowing policy, and course drop/withdraw policy.
- INVER HILLS will determine the number of college courses or credits that PSEO students will be allowed to take. Students are allowed to enroll in high school courses in addition to any number of college courses.
- INVER HILLS will determine the courses that PSEO students will be allowed to take. Students may not register for certain courses including developmental courses not considered college level (numbered below 1000), non-credit courses, and courses that incur travel expenses. Students may not register for

selected courses determined by INVER HILLS, including courses in special programs or courses that have a higher rate of tuition or additional fees. Students must meet the course prerequisite requirements established by INVER HILLS.

- INVER HILLS agrees that the SCHOOL DISTRICT will not be invoiced for courses that a student officially drops or withdraws from within the first 14 calendar days of the semester.
- INVER HILLS will provide transcripts for enrolled students to the SCHOOL DISTRICT at the conclusion of each semester.

2. **DUTIES OF PURCHASER.**

The Purchaser agrees to provide the following:

- The SCHOOL DISTRICT will provide to INVER HILLS an official high school transcript for each student applying to the PSEO program.
- The SCHOOL DISTRICT will complete and sign their portion of the appropriate authorization form prior to the student being admitted to INVER HILLS. The authorization form must contain student and parental consent and the SCHOOL DISTRICT verification of eligibility. The authorization form must be submitted to INVER HILLS each semester prior to course registration.
- The SCHOOL DISTRICT is responsible for enforcing that a student is enrolled less than full time at their high school while participating in the PSEO Program.
- The SCHOOL DISTRICT is responsible for providing academic counseling to the students to assist them in selecting courses and making the determination that the courses they complete at INVER HILLS will fulfill their high school graduation requirements

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:

The SCHOOL DISTRICT will be billed at the rate of Two Hundred Sixty Three dollars and 37/100 (\$263.37) per credit for FY26. This rate is inclusive of all tuition, fees, and required textbooks and course materials. The course registration information for each student will be included with the invoice from INVER HILLS requesting payment. This rate is subject to change in future contracts. Effective July 1, 2022, the per-credit rate for PSEO by Contract will be established each fiscal year at \$15 above the MDE reimbursement rate.

- b. **Terms of Payment.** Payment shall be made by the Purchaser within 30 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 of Finance and Operations
Address: 2500 East 80th 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):

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,

Inver Hills Community College

By (authorized signature and printed name)	Heather Aagesen-Huebner
Title	VP Finance & Operations
Date	11/05/2025

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