

**ISD #110 Waconia Public Schools
Waconia, MN**

THIS JOINT POWERS AGREEMENT, and amendments and supplements thereto, (hereinafter "contract") is between **Independent School District #110**, Waconia, 512 Industrial Blvd, Waconia MN 55387 (hereinafter "SCHOOL DISTRICT"), which is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10; and **Crown College**, acting through its Board of Trustees (hereinafter "COLLEGE"), which is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10, and WHEREAS, Minnesota Statutes Chapter 123.3514, the Post-Secondary Enrollment Options act, provides that school district may enter into agreements between a school board and public post-secondary faculty member, and

WHEREAS, SCHOOL DISTRICT wishes to enter into such an agreement, and

WHEREAS, COLLEGE represents that it is duly qualified and willing to perform the services set forth herein

NOW, THEREFORE, it is agreed:

- I. SCHOOL DISTRICT'S DUTIES. The SCHOOL DISTRICT shall:
 - A. Provide a roster to the Finance Office of high school students to be enrolled under the terms of this agreement before the commencement of each term for which the students wish to enroll.
 - B. Provide special education or support services for physically challenged students admitted under the terms of this agreement.
 - C. Provide general information, by March 1 of each year of this agreement, about the program to all students in grades 10, 11, 12. To the extent possible, SCHOOL DISTRICT shall provide counseling services as stipulated in MN Statutes 123.3514 Subd. 4(a) to students and their parents before students enroll for courses at the COLLEGE.
 - D. Inform students enrolling under the terms of this agreement that they must meet all requirements and standards for admission, including, but not limited to those indicated and immunization laws.
 - E. Grant academic credit to a student enrolled in a course if the student successfully completes the course. The SCHOOL DISTRICT shall also grant academic credit to student enrolled in a course for post-secondary credit if secondary credit is requested by the student.
 - F. Counsel students enrolled under this program to ensure that the students meet requirements for high school graduation.

II. COLLEGE DUTIES. The COLLEGE shall:

- A. Provide all books and materials that are required for participation in instructional courses. The books and materials shall become the property of the COLLEGE.
- B. Enroll qualified students on a space available basis in courses selected by the students after COLLEGE'S regular students have registered. Once the student has been enrolled in a course under this agreement, the student may not be displaced by another student. High school students are only permitted to enroll in selected courses as prescribed by the PSEO requirements.
- C. Provide advising for high school students registering under the terms of this agreement. Students shall have their course schedules reviewed for proper registration by the COLLEGE'S authorized agent.
- D. Provide services to students enrolled under the post-secondary program on the same basis as they are provided to other students.

III. CONSIDERATION AND TERMS OF PAYMENT

- A. Consideration for all services performed by the COLLEGE pursuant to this contract shall be paid by SCHOOL DISTRICT as follows:

In consideration for all services performed and benefits derived pursuant to this agreement, SCHOOL DISTRICT agrees to pay COLLEGE at the rate established by the Minnesota Department of Education, which will be **\$256.26** semester credit hour for which students enrolled under this agreement have registered. Such credit hour fee includes the admission to the COLLEGE fee, resident undergraduate tuition, student fees, books and course fees, if any.

- B. Terms of payment. Payments shall be made by SCHOOL DISTRICT promptly after the COLLEGE'S presentation of invoices for services performed and acceptance of such services by SCHOOL DISTRICT authorized representative pursuant to Clause VII.

Invoices shall be submitted according to the following schedule:

COLLEGE shall invoice SCHOOL DISTRICT by the sixth week of each academic term. SCHOOL DISTRICT agrees to make payment within 45 days of the receipt of the invoice. If a student drops a course or withdraws by the 10th day of the semester, the COLLEGE will give SCHOOL DISTRICT full credit for the courses.

IV. CONDITIONS OF PAYMENT. All services provided by the COLLEGE pursuant to this contract shall be performed to the satisfaction of SCHOOL DISTRICT, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. The COLLEGE shall not receive

payment for work found by SCHOOL DISTRICT to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

- V. TERM OF CONTRACT. This contract shall be effective as of **August 1, 2026** or upon the date that the final required signature is obtained by the COLLEGE, whichever occurs later, and shall remain in effect until **June 30, 2027** or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.
- VI. COLLEGE'S AUTHORIZED REPRESENTATIVE. The COLLEGE'S Authorized Representative for the purpose of administration of this contract is **Dr. Chris Mathews**. SCHOOL DISTRICT'S Authorized Representative for the purposes of administration of this contract is **Superintendent Brian Gersich**. SCHOOL DISTRICT'S Authorized Representative shall have final authority for acceptance of the COLLEGE'S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted.
- VII. ASSIGNMENT. Neither party shall assign or transfer any rights or obligations under this contract without the prior written consent of the other party. Such consent shall not be unreasonably withheld.
- VIII. 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.
- IX. LIABILITY. SCHOOL DISTRICT shall indemnify, save, and hold the COLLEGE, its representatives and employees harmless from any and all claims or causes of action, including all attorney fees incurred by the COLLEGE, arising from the performance of this contract by SCHOOL DISTRICT OR SCHOOL DISTRICT'S agents or employees. This clause shall not be construed to bar any legal remedies the SCHOOL DISTRICT may have for the COLLEGE'S failure to fulfill its obligations pursuant to this contract.
- X. COLLEGE AUDITS. The books, records, documents, and accounting procedures and practices of SCHOOL DISTRICT relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.
- XI. DATA PRACTICES ACT. SCHOOL DISTRICT shall comply with the Minnesota Data Practices Act as it applies to all data provided by the COLLEGE in accordance with this contract and as it applies to all data created, gathered, generated or acquired in accordance with this contract.
- XII. OTHER PROVISIONS.
 - A. Academic Requirements: Students in the 11th grade must have a minimum cumulative high school GPA of 3.25 (on campus PSEO) or 3.0 (online PSEO). If no GPA is available, the student must have taken either the ACT and received a composite score of 24 or above, or the SAT and received a combined score of at least 1090 (critical reading and math). Students in the 12th grade must have a minimum cumulative high school GPA of 3.25 (on campus PSEO) or 3.0 (online PSEO). If no GPA is available, the student

must have taken either the ACT and received a composite score of 22 or above, or the SAT and received a combined score of at least 1020 (critical reading and math).

- B. Transportation costs shall be the responsibility of the student.
- C. Any needed or required equipment shall be the responsibility of the student. Such equipment shall become the property of the student. Equipment is defined as a tangible unit of the non-expandable character, is not consumed in use, and has an extended useful life.
- D. Students may also be charged for fees, textbooks, and supplies that are in excess of the minimum requirements and are at the student's option. Such materials then become the personal property of the students.

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

APPROVED:

1. WACONIA PUBLIC SCHOOLS
Waconia, MN

2. CROWN COLLEGE
St. Bonifacius, MN

Contractor certifies that the appropriate person(s) have executed the contract on behalf of the contractor as required by applicable articles, by-laws, resolutions, or ordinances.

School Board Chair
Date:

Title: Vice President Academic Affairs
Date:

Superintendent
Date: