



INCOME CONTRACT

This shared contract is by and between Simley High School and Burnsville High School (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:

- Communicate eligibility requirements.
- Provide course and other services at the same level as provided to general College students.
- Award College credit to students upon successful completion of courses.
- Provide course grades to the School Districts at the conclusion of each semester.
- Bear initial legal fees and other expenses associated with the drafting of this agreement.
- Create invoices for the School Districts for courses being taken by School District students.
- Refer to Appendix A for additional responsibilities.

2. DUTIES OF PURCHASER.

The Purchaser agrees to provide the following:

Entering into this agreement for PSEO Course by Contract services to be directly contracted with the College.

- Authorize enrollment/course selection for eligible high school students with the College.

- Provide all textbooks and other instructional materials/equipment required for the course as determined by the sponsoring academic department and faculty mentor.
- Facilitate the enrollment and application process with students.
- Communicate the process for arranging educational accommodations. The College retains authority to determine whether a request for an educational accommodation is appropriate for classes taken for College credit.
- Refer to Appendix A for additional responsibilities.

3. **CONSIDERATION AND TERMS OF PAYMENT.**

- 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 districts will be billed by College at the rate of Three Thousand and 00/100 Dollars (\$3000) x number of credits, divisible by 2. (Example: \$3000 x 4 credit class = \$12,000 / 2 = \$6000 per School District). This rate may change in the future contracts.
- Terms of Payment. Payment shall be made by the Purchaser within 20 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.**

- The Purchaser's Authorized Representative for the purposes of administration of this contract is:

Name:	Dave Bernhardson, or their successor
Title:	Superintendent, Inver Grove Heights Schools
Address:	2990 80 th Street East, Inver Grove Heights, MN 55076
Telephone:	651-306-7808
E-Mail:	dave.bernhardson@isd199.org

And

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 for 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):

Student Requirements

- Eligible students are currently enrolled must follow the Minnesota State Colleges and Universities System Procedure 3.5.1 Post-Secondary Enrollment Options Program.
<https://www.minnstate.edu/board/procedure/305p1.html>

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)	<u>Heather Aagesen-Huebner</u> <small>Heather Aagesen-Huebner (Sep 9, 2025 08:23:55 CDT)</small>	Heather Aagesen-Huebner
Title	VP Finance & Operations	
Date	09/09/2025	

2. PURCHASER: Simley 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)	<u>Dave Bernhardson</u> <small>Dave Bernhardson (Sep 9, 2025 08:35:09 CDT)</small>	Dave Bernhardson
Title	Superintendent	
Date	09/09/2025	

Burnsville High School

By (authorized signature and printed name)		
Title		
Date		

3. AS TO FORM AND EXECUTION:

By (authorized signature and printed name)		
Title		
Date		