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

APPROVED:

1. SCHOOL DISTRICT:

School District certifies that the appropriate person(s) with delegated authority have executed the contract on behalf of the School District as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature)	
Title	
Name	07
Date	

2. MINNESOTA STATE COLLEGES AND UNIVERSITIES MINNESOTA STATE COMMUNITY AND TECHNICAL COLLEGE

By (authorized c agreement)	college/universi	ity initiating	
Title			
Name	1 10		
Date			
		Alternative 25	

3. MINNESOTA STATE COLLEGES AND UNIVERSITIES

AS TO FORM AND EXECUTION:

	Concerned and the second se
By (authorized college/ agreement)	university initiating
Title	
Name	
Date	

Minnesota State Colleges and Universities PSEO by Contract Minnesota State OGC Rev 04.29.2020

Minnesota State Community and Technical College

то:	School District Superintendent
DATE:	July 7, 2025
FROM:	Jessica Anderson, Central Accounts Receivable Office Minnesota State Community & Technical College
RE:	PSEO Agreement for 2025-2026 school year

Your school district has been identified as having PSEO students that will be attending Minnesota State Community and Technical College (M State) during the 2025-2026 school year. The Central Accounts Receivable Office invoices for the Post-Secondary Option students at the M State campuses of Detroit Lakes, Fergus Falls, Moorhead, Wadena and M State Online. Please find attached to this email a copy of the 2025-2026 PSEO agreement. M State is now using an *electronic contracting process where PSEO contracts will be sent to the school districts for signature via DocuSign*.

As a School District, you have two options regarding the PSEO billing process.

The first is to contract with M State. If you choose to contract, your school district will be billed directly by Minnesota State Community & Technical College for the student costs of attending under the PSEO option per the agreement. The second option is for our college to receive reimbursement directly from the Minnesota Department of Education (MDE) for the student costs of attending under the PSEO option.

We request that you send an email to me, jessica.anderson@minnesota.edu with the following information.

- A. Name of your school district, district number, and address
- B. Your PSEO billing option choice (contract or MDE)
- C. If you choose to contract, please list the name, title, email address and phone number of the person who should receive the electronic contract for signature via DocuSign. Also list the email address(es) where the PSEO invoice should be sent at the time of billing.

If you have any questions, please call me at 218-299-6509 or my email listed above.

Thank you.



Detroit Lakes 900 Highway 34 East Detroit Lakes MN 56501-2698 218.846.3794 fax Fergus Falls 1414 College Way Fergus Falls MN 56537-1000 218.736.1510 fax Moorhead 1900 28th Avenue South Moorhead MN 56560-4899 218.299.6810 fax

Wadena 405 Colfax Avenue Southwest Wadena MN 56482-1447 218.631.7901 fax

A member of the Minnesota State system and an Equal Opportunity Educator / Employer.

Toll Free: 877.450.3322

minnesota.edu

- b. state.edu/board/procedure/305p1.html)
- 2. DUTIES OF COLLEGE/UNIVERSITY. COLLEGE/UNIVERSITY agrees to provide the following:
 - Perform all duties as required by the Postsecondary Enrollment Options Act (M.S. 124D.09) (<u>https://www.revisor.mn.gov/statutes/cite/124D.09</u>) and Minnesota State Board Policy 3.5 (<u>https://www.minnstate.edu/board/policy/305.html</u>) and System Procedure 3.5.1 (<u>https://www.minnstate.edu/board/procedure/305p1.html</u>)
- 3. DUTIES OF COLLEGE/UNIVERSITY and SCHOOL DISTRICT. Both the SCHOOL DISTRICT and the COLLEGE/UNIVERSITY agree to:
 - Perform all duties as required by the Postsecondary Enrollment Options Act (M.S. 124D.09) (<u>https://www.revisor.mn.gov/statutes/cite/124D.09</u>) and Minnesota State Board Policy 3.5 (<u>https://www.minnstate.edu/board/policy/305.html</u>) and System Procedure 3.5.1

(<u>https://www.minnstate.edu/board/procedure/305p1.html</u>); and all other duties as stipulated in Attachment A.

4. CONSIDERATION AND TERMS OF PAYMENT.

- a. Consideration for all services performed by the COLLEGE/UNIVERSITY pursuant to this contract shall be paid by the SCHOOL DISTRICT as follows:
 - i. The SCHOOL DISTRICT will be invoiced by the COLLEGE/UNIVERSITY at the respective academic year rate for tuition, fees, and textbooks per credit hour per student as follows.
 - Fall Semester Tuition shall be billed at the rate of \$218.61 per credit, which includes a \$.61 per credit association fee and a \$30 PSEO administrative fee.
 - Spring Semester Tuition shall be billed at the rate of \$218.61 per credit, which includes a \$.61 per credit association fee and a \$30 PSEO administrative fee.
 - 3. Books, supplies, uniform fees, and other required items shall be billed at the normal college rates. In addition, all other established course charges shall be the responsibility of the SCHOOL DISTRICT. Tools will not be billed as part of this contract.
 - 4. Other non-required costs related to course specific software and tools are the responsibility of the student.
 - 5. The SCHOOL DISTRICT will ensure that any student taking courses that require a laptop computer will have adequate computing resources provided to them by the SCHOOL DISTRICT or through their own resources to meet the course requirement.
 - 6. Expenses associated with providing disability accommodations are not reflected in the above costs. The cost of providing these accommodations will be handled on a student-by-student basis via a separate agreement.
 - 7. Students may not register for a number of credits that would cause an overload status.
- 5. Terms of Payment. Payments shall be made by the SCHOOL DISTRICT as follows:
 - a. Invoices will be sent by the COLLEGE/UNIVERSITY to the SCHOOL DISTRICT after the 15th day of the fall and spring semester start.
 - b. Payments to the COLLEGE/UNIVERSITY by the SCHOOL DISTRICT for the tuition/fees/textbooks charge for each semester will be made within thirty (30) days of the SCHOOL DISTRICT receiving the invoice.
- 6. TERM OF CONTRACT. This contract shall be effective on July 1, 2025, or upon the date that the final required signature is obtained by the COLLEGE/UNIVERSITY, 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. The COLLEGE/UNIVERSITY understands that NO work should begin under this contract until ALL required signatures have been obtained, and the Minnesota State Colleges and Universities PSEO by Contract

Minnesota State OGC Rev 04.29.2020

COLLEGE/UNIVERSITY is notified to begin work by the SCHOOL DISTRICT's Authorized Representative.

This agreement is effective for the 2025-2026 Academic Year.

7. CANCELLATION. This contract may be canceled by the COLLEGE/UNIVERSITY or the SCHOOL DISTRICT at any time, with or without cause, upon thirty (30) days' written notice to the other party. Termination by the SCHOOL DISTTRICT shall not become effective with respect to students then participating in the program. In the event of such a cancellation, the COLLEGE/UNIVERSITY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

8. AUTHORIZED REPRESENTATIVES.

a. COLLEGE/UNIVERSITY'S AUTHORIZED REPRESENTATIVE. The COLLEGE'S Authorized Representative for the purposes of administration of this contract is:

Name and title: Megan Adamczyk, Director of Dual Enrollment and K12 Partnerships Success or his/her successor

Address: 900 Highway 34 East, Detroit Lakes, MN 56501

Telephone: 218-846-3867

E-Mail: megan.adamczyk@minnesota.edu

 SCHOOL DISTRICT'S AUTHORIZED REPRESENTATIVE. The SCHOOL DISTRICT'S Authorized Representative for the purposes of administration of this contract is:

Name and title:

or his/her successor

Address:

Telephone:

E-Mail:

The SCHOOL DISTRICT'S Authorized Representative shall have final authority for acceptance of the COLLEGE/UNIVERSITY services and, if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 5, paragraph b.

- ASSIGNMENT. The SCHOOL DISTRICT shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of the COLLEGE/UNIVERSITY.
- 10. LIABILITY. Each party will be responsible for its own acts and behavior and the results thereof. The COLLEGE/UNIVERSITY and the SCHOOL DISTRICT's liability is governed by the Minnesota Tort Claims, Act, Minn. Stat. § 3.736, and other applicable laws.

- 11. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The SCHOOL DISTRICT is responsible for complying with the ADA Act, 42 U. S. C. 12101, et seq. and regulations promulgated pursuant to it for educational services it provides to its students. The COLLEGE/UNIVERSITY will inform students of support services available at COLLEGE/UNIVERSITY but 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.
- 12. 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.
- 13. GOVERNMENT DATA PRACTICES ACT. Both parties must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by either party in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by either party in accordance with this contract. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this Article by either the SCHOOL DISTRICT or the COLLEGE/UNIVERSITY. In the event either party receives a request to release the data referred to in this Article, the receiving party must immediately notify the other and receive instructions from the other party concerning the release of the data to the requesting party before the data is released.
- 14. 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 in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- 15. AUDITS. The books, records, documents, and accounting procedures and practices of either party relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor for the COLLEGE/UNIVERSITY and the State Auditor for the SCHOOL DISTRICT.
- 16. FORCE MAJEURE. No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.
- 17. OTHER PROVISIONS. (Attach additional page(s) if necessary): The student must complete and submit the POST-SECONDARY ENROLLMENT OPTIONS PROGRAM FORM with the assistance of the appropriate high school staff to the Admissions Office at the appropriate MSCTC Campus.

The remainder of this page intentionally left blank.

Ridgewater College PSEO ADMINISTRATION CONTRACT Fiscal Year 2026

Ridgewater College and School District 821 Menahga High School have determined that secondary students who have attained the Sophomore, Junior or Senior rank benefit from a post-secondary educational experience and, therefore, have entered into this contract for services. It is understood that this contract in no way limits the liability of the high school as the primary educational provider.

The cost to provide this educational service will be determined as follows:

- 1. The School District shall be invoiced at the rate of \$241.33 per semester credit, (which includes tuition, fees, textbooks and standard course fees)
- 2. I.S.D. will be invoiced on a semester basis and shall remit payment within 30 days of invoice date.
- The school district will ensure that any student taking courses that require a laptop computer will have adequate computing resources provided to them by the I.S.D. or through their own resources to meet the course requirement.
- 4. Students may not register for a number of credits that would cause an overload status.
- 5. Expenses associated with providing disability accommodations are not reflected in the above costs. The cost of providing these accommodations will be handled on a student-by-student basis via a separate agreement.
- 6. Students will be subject to the policies and procedures of Ridgewater College.
- The student must complete the POST-SECONDARY ENROLLMENT OPTIONS PROGRAM FORM with the assistance of the appropriate high school staff and submit the form to the Admissions Office at the appropriate Ridgewater College Campus.
- 8. Students are allowed to drop with a 100% refund through the 10th day of the semester. Withdrawals after the 10th day of the semester require full payment for the contracted amount.

The above named school district authorizes Ridgewater College to provide educational services for the school year beginning July 1, 2025 and ending June 30, 2026.

School District Authorized Representative:

Print Name

Ridgewater College Representative

Sign Name

Date

Date

RETURN TO: Ridgewater College Business Office 2101 15th Avenue NW Willmar, MN 56201

Billing E-mail Address