

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #

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**STATE OF MINNESOTA**

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**MINNESOTA STATE COLLEGES AND UNIVERSITIES**

3

**Minnesota State College Southeast, Red Wing and Winona**

4

**On Campus or Online INCOME CONTRACT**

5

**FOR POSTSECONDARY ENROLLMENT OPTIONS (PSEO) BY CONTRACT**

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This contract is by and between Rushford Peterson High School, Independent School District 0239, 1000 Pine Meadows Lane, Rushford, MN 55971 (hereinafter "SCHOOL DISTRICT") and the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Minnesota State College Southeast (hereinafter "COLLEGE/UNIVERSITY"). This contract does not apply to concurrent enrollment courses.

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WHEREAS, the SCHOOL DISTRICT has a need for a specific service provided by COLLEGE/UNIVERSITY in accordance with Minnesota Statutes §124D.09 and Minnesota State Board Policy 3.5 and System Procedure 3.5.1; and applicable COLLEGE/UNIVERSITY policies.

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WHEREAS, the COLLEGE/UNIVERSITY, is empowered to enter into income contracts pursuant to Minnesota Statutes, Chapter 136F;

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NOW, THEREFORE, it is agreed:

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I. DUTIES OF SCHOOL DISTRICT. The SCHOOL DISTRICT agrees to provide the following:

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a. Perform all duties as required by the Postsecondary Enrollment Options Act (M.S. 124D.09) and Minnesota State Board Policy 3.5 and System Procedure 3.5.1 to include the following:

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i. PSEO enrollment shall be available to sophomores, juniors, and seniors enrolled through School District who meet eligibility of criteria of PSEO program. School District must be in contact with the College if a PSEO student does not meet general eligibility of criteria of PSEO program for further consideration prior to sending any forms.

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ii. PSEO applicants must complete application to College.

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iii. PSEO applicants must complete Notice of Registration Form (ED01763-15) once per academic year.

- iv. PSEO applicants must complete incoming student assessment requirements of College which may be ACT, SAT, MCA and/or Accuplacer where necessary or multiple measures of college readiness.
- v. School District must submit PSEO student transcript of high school grades and individual educational plan (IEP), if applicable.
- vi. PSEO students will follow orientation and admissions procedures as specified by College.
- vii. PSEO students will be required to sign a release of information agreement to allow appropriate College personnel access to student progress including grades.
- viii. School District personnel are responsible for verifying transfer of classes back to School District for high school credit.
- ix. School District personnel will assist with communication that textbooks are the property of the College and must be returned at the end of each semester as they are only rental. Textbooks not returned will result in a hold preventing the student from registering in future terms.

**b. In addition:**

- i. PSEO students are *not* eligible to take certain courses with fees greater than \$50 and/or leveled below 1000 (developmental courses) unless prior agreement with School District.
- ii. Paying for all School District students' credits enrolled in on the 6<sup>th</sup> day of business each college semester. If a student drops a class the drop must be made by midnight the 5<sup>th</sup> day of the college semester or the district is responsible for payment for the course.
- iii. The College may control/limit the number of credits a student signs up for however the total amount is the School Districts responsibility.
- iv. The School District is responsible for controlling or limiting the course mix for the PSEO student.

II. DUTIES OF COLLEGE/UNIVERSITY. COLLEGE/UNIVERSITY agrees to provide the following:

- a. Perform all duties as required by the Postsecondary Enrollment Options Act (M.S. 124D.09) and Minnesota State Board Policy 3.5 and System Procedure 3.5.1 to include the following:
  - i. Provide college orientation which includes discussion of college policies and procedures. Each PSEO student is given a college student handbook containing such policies and procedures at the orientation.
  - ii. Provide college instruction and facilities use for all eligible PSEO students.
  - iii. Provide grades/transcripts for coursework at the end of each term to the School District.

III. DUTIES OF COLLEGE/UNIVERSITY and SCHOOL DISTRICT. Both the SCHOOL DISTRICT and the COLLEGE/UNIVERSITY agree to:

74 a. Perform all duties as required by the Postsecondary Enrollment Options Act (M.S.  
75 124D.09) and Minnesota State Board Policy 3.5 and System Procedure 3.5.1; and  
76 all other duties as stipulated.  
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78 IV. CONSIDERATION AND TERMS OF PAYMENT.

79 A. Consideration for all services performed by the COLLEGE/UNIVERSITY pursuant to this  
80 contract shall be paid by the SCHOOL DISTRICT as follows:  
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82 1) The SCHOOL DISTRICT will be invoiced by the COLLEGE/UNIVERSITY at the  
83 respective academic year rate for tuition, fees, and textbook rental per credit hour per  
84 student following the *Variable Tuition Table Below*:  
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Academic Year <b>2019-2020</b>	Rate <b>For On Campus, Hybrid or ITV</b>
1 – 15 students	\$224 per credit hour per student
16 – 20 students	\$199 per credit hour per student
21 – 25 students	\$159 per credit hour per student
26 and more students	\$139 per credit hour per student

86 This option above is available to districts having multiple students registering for the  
87 same course not offered as a Concurrent Enrollment or Online Course.  
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90 • **Online course tuition for 2019-2020 guaranteed at \$139 per credit hour per**  
91 **student per course which includes all fees and textbook rental!**  
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93 2) Additional fees required for students to complete course(s) shall be negotiated between  
94 the two parties and described here.  
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96 3) Other non-required costs related to course specific software and tools are the  
97 responsibility of the student and described here.  
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99 B. Terms of Payment. Payments shall be made by the SCHOOL DISTRICT as follows:  
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101 1) Invoices will be sent by the COLLEGE/UNIVERSITY to the SCHOOL DISTRICT  
102 by **October 1** in the fall and **March 1** in the spring.  
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104 2) Payments to the COLLEGE/UNIVERSITY by the SCHOOL DISTRICT for the  
105 tuition/fees/textbooks charge for each semester will be made within **thirty (30) days**  
106 of the SCHOOL DISTRICT receiving the invoice.  
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108 V. TERM OF CONTRACT. This contract shall be effective on **July 1, 2019, or upon the date**  
109 **that the final required signature is obtained by the COLLEGE/UNIVERSITY,**  
110 **whichever occurs later,** and shall remain in effect until **June 30, 2020,** or until all obligations  
111 set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The  
112 COLLEGE/UNIVERSITY understands that NO work should begin under this contract until  
113 ALL required signatures have been obtained, and the COLLEGE/UNIVERSITY is notified  
114 to begin work by the SCHOOL DISTRICT's Authorized Representative.

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This agreement is effective for the 2019-2020 Academic Year(s).

VI. 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. 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.

VII. AUTHORIZED REPRESENTATIVES.

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

Name: Jo Poncelet, Dean of Academics  
Address: 308 Pioneer Road, Red Wing, MN 55066  
Telephone: 651.385.6349  
E-Mail: [jponcelet@southeastmn.edu](mailto:jponcelet@southeastmn.edu)  
Fax:

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

Name: Jake Timm, Principal  
Address: 1000 Pine Meadows Lane, Rushford, MN 55971  
Telephone: 507.8647786  
E-Mail: [jaketimm@r-pschools.com](mailto:jaketimm@r-pschools.com)  
Fax:

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 II, paragraph B.

VIII. 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.

IX. 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.

157 X. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The  
158 SCHOOL DISTRICT is responsible for complying with the ADA Act, 42 U. S. C. 12101,  
159 et seq. and regulations promulgated pursuant to it for educational services it provides to its  
160 students. The COLLEGE/UNIVERSITY will inform students of support services available  
161 at COLLEGE/UNIVERSITY but IS NOT responsible for issues or challenges related to  
162 compliance with the ADA beyond its own routine use of facilities, services, or other areas  
163 covered by the ADA.

164 XI. AMENDMENTS. Any amendments to this contract shall be in writing and shall be  
165 executed by the same parties who executed the original contract or their successors in  
166 office.

167 XII. GOVERNMENT DATA PRACTICES ACT. Both parties must comply with the  
168 Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to  
169 all data provided by either party in accordance with this contract, and as it applies to all  
170 data, created, collected, received, stored, used, maintained, or disseminated by either party  
171 in accordance with this contract. The civil remedies of Minnesota Statutes Section 13.08,  
172 apply to the release of the data referred to in this Article by either the SCHOOL DISTRICT  
173 or the COLLEGE/UNIVERSITY. In the event either party receives a request to release  
174 the data referred to in this Article, the receiving party must immediately notify the other  
175 and receive instructions from the other party concerning the release of the data to the  
176 requesting party before the data is released.

177 XIII. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State  
178 of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach  
179 thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County,  
180 Minnesota.

181 XIV. AUDITS. The books, records, documents, and accounting procedures and practices of  
182 either party relevant to this contract shall be subject to examination by the contracting  
183 department and the Legislative Auditor for the COLLEGE/UNIVERSITY and the State  
184 Auditor for the SCHOOL DISTRICT.

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

194 **APPROVED:**

195 **1. MINNESOTA STATE COLLEGES AND UNIVERSITIES**

196 Minnesota State College Southeast

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By (authorized college/university/office of the chancellor initiating agreement)
Title
Date

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199 **2. SCHOOL DISTRICT:**

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

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By (authorized signature)
Title
Date

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205 **3. AS TO FORM AND EXECUTION:**

By (authorized college/university/office of the chancellor initiating agreement)
Title
Date