

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
LAKE SUPERIOR COLLEGE
POSTSECONDARY ENROLLMENT OPTIONS (PSEO) BY CONTRACT
2025-2026

This contract is by and between ***Duluth Public Schools (ISD 709); 709 Portia Johnson Drive; Duluth MN 55811*** (hereinafter "SCHOOL DISTRICT") and the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of ***Lake Superior College, 2101 Trinity Road, Duluth, MN 55811*** (hereinafter "COLLEGE/UNIVERSITY"). This contract does not apply to concurrent enrollment courses.

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.

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

NOW, THEREFORE, it is agreed:

1. DUTIES OF SCHOOL DISTRICT. The SCHOOL DISTRICT agrees to provide the following:
 - a. Perform all duties as required by the Postsecondary Enrollment Options Act (M.S. 124D.09) (<https://www.revisor.mn.gov/statutes/cite/124D.09>) and Minnesota State Board Policy 3.5 (<https://www.minnstate.edu/board/policy/305.html>) and System Procedure 3.5.1 (<https://www.minnstate.edu/board/procedure/305p1.html>)
2. 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) (<https://www.revisor.mn.gov/statutes/cite/124D.09>) and Minnesota State Board Policy 3.5 (<https://www.minnstate.edu/board/policy/305.html>) and System Procedure 3.5.1 (<https://www.minnstate.edu/board/procedure/305p1.html>)
3. DUTIES OF COLLEGE/UNIVERSITY and SCHOOL DISTRICT. Both the SCHOOL DISTRICT and the COLLEGE/UNIVERSITY agree to:
 - a. Perform all duties as required by the Postsecondary Enrollment Options Act (M.S. 124D.09) (<https://www.revisor.mn.gov/statutes/cite/124D.09>) and Minnesota State Board Policy 3.5 (<https://www.minnstate.edu/board/policy/305.html>) and System Procedure 3.5.1 (<https://www.minnstate.edu/board/procedure/305p1.html>); 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 current approved respective academic year rate for tuition and fees per credit hour per student. Rates can vary by courses and final approved rates will be available on the LSC

website at <https://www.lsc.edu/current-students/student-payment-office/fees/> . Below are estimated base online tuition rates and fees.

Academic Year	<i>Estimated</i> base tuition rates and fees
2025-2026	\$247.21

- ii. Textbooks and materials, as outlined by the Postsecondary Enrollment Options Act (M.S. 124D.09, Subdivision 19, required for students to complete course(s) are the financial responsibility of the SCHOOL DISTRICT.

1. See ATTACHMENT B

2. The SCHOOL DISTRICT has selected **Option #2 (LSC Store packages book orders using the student schedule....books are picked up by the students at LSC...)**

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 October 1st for fall and February 15th for spring semester.
- b. Payments to the COLLEGE/UNIVERSITY by the SCHOOL DISTRICT for the tuition, fees, and 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 COLLEGE/UNIVERSITY is notified to begin work by the SCHOOL DISTRICT's Authorized Representative.

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

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 DISTRICT 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: Stephanie Wainionpaa (or her successor)

Title: College in the Schools Director

Address: 2101 Trinity Road, Duluth MN 55811

Telephone: 218-733-5916

E-Mail: stephanie.wainionpaa@lsc.edu

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

Name: John Magas (or his/her successor)
Title: Superintendent
Address: 709 Portia Johnson Drive; Duluth MN 55811
Telephone: 218-336-8752
E-Mail: superintendent@isd709.org

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.

9. 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: Attachment A "Other Duties"

The remainder of this page intentionally left blank.

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) have executed the contract on behalf of the School District as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature)
Title
Printed Name
Date

2. MINNESOTA STATE COLLEGES AND UNIVERSITIES
LAKE SUPERIOR COLLEGE

By (authorized college/university initiating agreement)
Title
Printed Name
Date

3. MINNESOTA STATE COLLEGES AND UNIVERSITIES

AS TO FORM AND EXECUTION:

By (authorized college/university initiating agreement)
Title
Printed Name
Date

ATTACHMENT A

Other Duties

Lake Superior College (LSC) Staff shall:

- Will work cooperatively and in partnership with high school personnel to process registrations, validate course competencies, and transcribe grades.
- Communicate student eligibility requirements to the school district.
- Maintain registration, waiver, and grade records for all completed LSC classes.
- Provide to PSEO students and partners access to online information to include information on LSC's student conduct code, academic and student support services, registration policies, transcript requests, and more.
- Communicate with high school regarding student progress if "early alert" is submitted.
- Provide unofficial transcripts to high school once final grades are posted

High School Staff and Administrators shall:

- Ensure students meet minimum PSEO eligibility requirements as stated in Lake Superior College policy 3.5: <https://www.lsc.edu/policies/3-5-post-secondary-enrollment-option/>
- Notify parents/students of course offerings and student eligibility.
- Collaborate with LSC staff to administer Accuplacer test to potential PSEO students and/or provide relevant test scores or GPA to assure compliance with PSEO eligibility requirements.
- Ensure completion of PSEO registration forms
- Agree to terms of the PSEO policy for add/drop and withdrawals.
- Contact LSC staff for withdrawals in accordance with LSC policy.
- Collaborate with LSC to ensure participating students are informed of course start and end dates as they are different than the high school calendar.
- To the extent possible, provide counseling services to students and their parents or guardian before students enroll in PSEO courses to ensure students and their parents/guardians are fully aware of the risks and possible consequences of enrolling in college level courses
- Provide PSEO students with reasonable access during regular school hours to a computer and other technology resources that the student needs to complete coursework for any online postsecondary enrollment course.

ATTACHMENT B

Lake Superior College (LSC) PSEO by contract Book Process

Under the contract, the books are the property of the High School.

High Schools may choose one option listed below to use for book purchases. Each school contract will state the option chosen by the High School.

PSEO book options for High Schools:

1. High School representative orders all books using the LSC Store online ordering system using the High School id number. Shipping is paid for by the High School and the High School distributes all books to students. Schools may opt to pick up the order at the LSC Store by stating that option as a comment in the order and giving the Store a 48-hour notice before pickup.
 - Online ordering opens approximately 30 days prior to LSC semester start
 - Allow up to 7 days for shipping

OR

2. LSC Store packages book orders using the student schedule provided by the PSEO advisor. Students are emailed by the LSC Store when their order is ready for pickup. Books are picked up by the students at LSC. *
** Students living more than 25 miles from the campus, or with another special circumstance, may opt to request their books be shipped to them by sending an email to lsc_bookstore@lsc.edu. Students choosing this option will be responsible to pay for the shipping cost.*
(Option 2 is the method used by all state billed PSEO).

Lists of books sent/given to students are available upon request with the LSC Store by emailing lsc_bookstore@lsc.edu.

Under either option, if High Schools receive books they do not need they can return any of the newly received books to LSC. Returns are due back to the store **no later than five weeks** after the LSC semester starts. Books must be in the same condition as when sent to the schools.

At the end of each semester:

The High School paid for and owns the books. Each High School can decide how, or if, they want to process returns to the High School. **Books may not be returned to LSC.**

- High Schools may opt to hold on to the books for possible future use.
- There is an online buy back option available all the time at:
<https://onlinebuyback.mbsbooks.com/index.php?jde=2745>.

****There is no guarantee that book buyback, or future use, will be available for any book. ****