

**STATE OF MINNESOTA**  
**MINNESOTA STATE COLLEGES AND UNIVERSITIES**  
**MINNESOTA STATE COMMUNITY AND TECHNICAL COLLEGE**  
**POSTSECONDARY ENROLLMENT OPTIONS (PSEO) BY CONTRACT**

This contract is by and between [Insert MN School District name and number], located at [insert address], (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 Community and Technical College (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 respective academic year rate for tuition, fees, and textbooks per credit hour per student as follows.

1. Fall Semester Tuition shall be billed at the rate of \$195.85 per credit, which includes a \$.35 per credit association fee.
2. Spring Semester Tuition shall be billed at the rate of \$200.82 per credit, which includes a \$.35 per credit association 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, 2020, 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, 2021, 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 2020-2021 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 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 and title: \_\_\_\_\_ or his/her successor

Address:

Telephone:

E-Mail:

b. 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.

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. (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.

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
Name
Date

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

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

**3. MINNESOTA STATE COLLEGES AND UNIVERSITIES**

**AS TO FORM AND EXECUTION:**

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