

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
Minnesota West Community & Technical College
INCOME CONTRACT - Option A
POSTSECONDARY ENROLLMENT OPTIONS (PSEO) BY CONTRACT

This contract is by and between *School District, 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 West Community and Technical College, 1450 College Way, Worthington, MN 56187, (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. The school district will assist the student in applying to the college and provide test scores (Accuplacer or ACT) and transcripts to the college.
 - i. Accuplacer testing can be coordinated through the college at no cost to the high school
 - ii. Multiple measures placement will also be used; the school district should confer with college advisors on placement questions
 - b. All students (both traditional and career technical education) need to complete the colleges PSEO STUDENT REGISTRATION FORM
 - i. The school district does not need to complete the MDE (Minnesota Department of Education) Notice of Student Registration form (NOSR).
 - ii. Classroom kits/supplies that are required for a Career Technical Education (later referred to as CTE) course may be paid for through Rural CTE Legislative grant funds. These grant funds must be accessed through SWSC or the local school districts LYFT Pathway grant award.
 - iii. Students are responsible for the cost of certification test (i.e. Certified Nursing Assistant CNA), background checks, and/or vaccinations (unless alternative arrangements have been made)

2. DUTIES OF COLLEGE/UNIVERSITY. COLLEGE/UNIVERSITY agrees to provide the following:
 - a. College advisors provide guidance on placement questions
 - b. The college will provide guidance and support for textbook ordering and provide deadlines for textbook return and work with the school districts to arrange returns as needed.
3. DUTIES OF COLLEGE/UNIVERSITY and SCHOOL DISTRICT. Both the SCHOOL DISTRICT and the COLLEGE/UNIVERSITY agree to:
 - a. PSEO coursework is offered to high school students through Minnesota West Community & Technical College during the 2026-2027 school year.
 - b. The contract covers both traditional PSEO and PSEO CTE courses
 - i. *PSEO Student Registration Form*; The student, parent, school district and college will work together to get all sections signed and completed. The form is located on our website at <https://www.mnwest.edu/admissions-and-aid/pseo-dual-enrollment/index.php>
 - c. The 2026-2027 state rate for PSEO tuition will be charged (\$248.37 per semester credit), subject to change if the Minnesota Department of Education rate is updated.
 - d. Books for PSEO coursework will be printed editions when available, printed textbooks are the property of the college.
 - i. The school district will be billed for any textbooks that are not returned to the college within two weeks after the course ends. Any books that are returned in an unsellable condition will be billed to the school district at the rate charged at the Minnesota West Bookstore.
 - ii. Lab kits, access codes, workbooks, eBooks (digital downloads) or other consumables will be billed at the rate charged at the Minnesota West Bookstore. These items are considered one student use items. They will be billed at the beginning of the term with tuition.
 - iii. In the event that a student drops a course at the beginning of the term during the add/drop period the school district will return the books and materials immediately. Books and materials not returned to college within one week of the drop deadline will be billed for replacement at the beginning of the term. Books and materials must be returned in the same condition they were sold. Access codes, kits, & other one time use items will be billed to the school district if the student alters the condition of the material.
 - iv. Digital Downloads also known as eBooks are final sale at the time of purchase. They are not eligible for return. It is recommended that the student order those materials when they know they are going to remain in the course during drop/add week. Purchasing digital downloads ahead of time is not advised.
 - v. Books are shipped from our college fulfillment center and are ordered online. Student will use their student identification number to charge books to the PSEO program, school districts will be billed shipping for

each order completed. PSEO students should not place any rental books in the cart or pay for any materials using their personal credit card. Shipping Rates are subject to change.

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:
 - i. The SCHOOL DISTRICT will be invoiced by the COLLEGE/UNIVERSITY at the respective academic year rate for tuition, fees, and textbook per credit hour per student as follows:
 - ii. Rate based on MDE rate, subject to change if current legislature makes a change to school districts general education funding.
 - iii. Some courses may have additional lab fees and the cost per credit will be more than the noted rate.

Academic Year	Rate
2026-2027	\$256.22 (two hundred fifty-six and 22/100) Per credit hour

- iv. Other non-required costs related to course specific software and tools are the responsibility of the student.

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 20th 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 forty-five (45) days of the SCHOOL DISTRICT receiving the invoice.

6. TERM OF CONTRACT. This contract shall be effective on July 1, 2026, 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, 2027, 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 2026-2027 Academic Year(s).

7. CANCELLATION. Termination by the SCHOOL DISTRICT shall be allowed only at the end of an academic school year. The SCHOOL DISTRICT must provide the COLLEGE/UNIVERSITY with written notice prior to the following semester starting.

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: Daniel de Moraes or his/her successor

Address: 1450 College Way, Worthington, MN 56187

Telephone: 507-372-3434

E-Mail: daniel.demoraes@mnwest.edu

- 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:

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 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): NONE

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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

MINNESOTA WEST COMMUNITY & TECHNICAL 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