

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

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

MINNESOTA STATE COLLEGE SOUTHEAST

JOINT POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT, and amendments and supplements thereto, (hereinafter "contract") is between 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 "MINNESOTA STATE") address 1250 HOMER ROAD, WINONA, MINNESOTA, which is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10, and **High School, School District, Address** (hereinafter "CONTRACTOR"), which is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10;

WHEREAS, CONTRACTOR represents that it is duly qualified and willing to perform the services set forth herein.

NOW, THEREFORE, it is agreed

1. DUTIES & RESPONSIBILITIES

See Attachment A.

- a. CONTRACTOR'S DUTIES. The CONTRACTOR shall: See Attachment B.
- b. MINNESOTA STATE'S DUTIES. MINNESOTA STATE shall: See Attachment C.

2. CONSIDERATION AND TERMS OF PAYMENT.

- a. Consideration for all services performed by the CONTRACTOR pursuant to this contract shall be paid by the MINNESOTA STATE as follows: See Attachment D.
- b. Payment shall be made by MINNESOTA STATE promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by MINNESOTA STATE's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of MINNESOTA STATE, as determined at the sole discretion of its authorized

representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by MINNESOTA STATE to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR according to the following schedule: See Attachment D.

3. CONDITIONS OF PAYMENT. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of MINNESOTA STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by MINNESOTA STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation
4. TERM OF CONTRACT. This contract shall be effective on July 1, 2026, or upon the date that the final required signature is obtained by MINNESOTA STATE, 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 CONTRACTOR understands that NO work should begin under this contract until ALL required signatures have been obtained, and the CONTRACTOR is notified to begin work by MINNESOTA STATE's Authorized Representative.
5. CANCELLATION. This contract may be canceled by MINNESOTA STATE or the CONTRACTOR 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 CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
6. MINNESOTA STATE'S AUTHORIZED REPRESENTATIVE. MINNESOTA STATE's Authorized Representative for the purposes of administration of this contract is:

Name: _____
Address: 1250 Homer Road, Winona, Minnesota 55987
Telephone: _____
E-Mail: _____

MINNESOTA STATE's Authorized Representative shall have final authority for acceptance of the CONTRACTOR'S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 2, paragraph b.

7. The CONTRACTOR'S Authorized Representative for the purposes of administration of this contract is:

Name: _____
Address: _____
Telephone: _____
E-Mail: _____

8. ASSIGNMENT. The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of MINNESOTA STATE.
9. 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.
10. LIABILITY. The CONTRACTOR shall indemnify, save, and hold MINNESOTA STATE, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by MINNESOTA STATE, arising from the performance of this contract by the CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for MINNESOTA STATE's failure to fulfill its obligations pursuant to this contract.
11. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.
12. GOVERNMENT DATA PRACTICES ACT. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The CONTRACTOR and MINNESOTA STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or MINNESOTA STATE.

In the event the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR must immediately notify MINNESOTA STATE. MINNESOTA STATE will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

13. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.
 - a. MINNESOTA STATE shall own all rights, title and interest in all of the materials conceived or created by the CONTRACTOR, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, created and paid for under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter MATERIALS).

The CONTRACTOR hereby assigns to MINNESOTA STATE all rights, title and interest to the MATERIALS. The CONTRACTOR shall, upon request of MINNESOTA STATE, execute

all papers and perform all other acts necessary to assist MINNESOTA STATE to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the CONTRACTOR, its employees or subcontractors, individually or jointly with others, shall be considered “works made for hire” as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to MINNESOTA STATE by the CONTRACTOR, its employees and any subcontractors, and the CONTRACTOR shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the CONTRACTOR’S obligations under this contract without the prior written consent of MINNESOTA STATE’s authorized representative.

- b. The CONTRACTOR represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR shall indemnify and defend, to the extent permitted by the Attorney General, MINNESOTA STATE at the CONTRACTOR’S expense from any action or claim brought against MINNESOTA STATE to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in the CONTRACTOR’S or MINNESOTA STATE’s opinion is likely to arise, the CONTRACTOR shall, at MINNESOTA STATE’s discretion, either procure for MINNESOTA STATE the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

- 14. PUBLICITY. Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others, or any subcontractors shall identify MINNESOTA STATE as the sponsoring agency and shall not be released prior to receiving the approval of the MINNESOTA STATE’s authorized representative.

- 15. OTHER PROVISIONS. None.

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

APPROVED:

**1. MINNESOTA STATE COLLEGES AND UNIVERSITIES
MINNESOTA STATE COLLEGE SOUTHEAST**

By (authorized college/university/system office initiating agreement)
Title
Date

2. VERIFIED AS TO ENCUMBRANCE

By (authorized college/university/system office initiating agreement)
Title
Date

3. CONTRACTOR (Governmental Entity): ISD 0858

Contractor certifies that the appropriate person(s) have executed the contract on behalf of the contractor as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature)
Title
Date

4. AS TO FORM AND EXECUTION:

By (authorized college/university/system office initiating agreement)
Title
Date

Attachment A - Duties & Responsibilities – Concurrent Enrollment JPA 2026-2027

1. DUTIES & RESPONSIBILITIES

The Purpose of this agreement is to offer PSEO Concurrent Enrollment Courses to high school students.

Definitions

Post-Secondary Enrollment Options Program or "PSEO." The PSEO program is established by Minnesota Statutes section 124D.09 to "promote rigorous educational pursuits and provide a wider variety of options for students." Through PSEO, high school students may earn both secondary and post-secondary credit for college or university courses completed on a college or university campus, at a high school, or at another location.

PSEO Concurrent Enrollment Course. A PSEO concurrent enrollment course is a college or university course made available through the PSEO program, offered through a secondary school, and taught by a secondary teacher.

a. REQUIREMENTS

The following is to be understood and agreed to by both the CONTRACTOR and MINNESOTA STATE:

A. Teacher Qualifications

- For Liberal Arts Transfer Courses it is required that high school CEP teachers hold a Master's Degree in the area of instruction or a Master's Degree with 18 graduate semester (27 quarter) credits which would apply to a major in the area of instruction. A Bachelor's Degree and discipline specific graduate or undergraduate coursework or some combination of extensive teaching and relevant coursework will be considered in Technical Disciplines along with a mix of formal academic preparation and discipline-specific work experience will be considered.
- The CONTRACTOR shall complete the Application form and forward official copies of undergraduate and graduate transcripts, and a resume, to the MINNESOTA STATE CEP coordinator. Repeat teachers need to submit updated documentation as they further their education and/or gain discipline-specific work experience.
- Each high school teacher selected to teach a CEP course requires the approval of the teacher's principal and of the college including a review of the CEP Teacher's Credentials by the appropriate college staff/faculty (per Minnesota State Colleges and Universities' Policy Chapter 3.5.1 Part 4 Subpart C).
- Each high school teacher must enter required background information in the "My Profile" section within e-Services prior to teaching their first course. They must enter updates as credentialing information changes.

B. Admissions Requirements for PSEO Students

PSEO participation shall be available to 9th-12th grade students enrolled through a Minnesota high school, home school, or alternative learning center who present evidence of the ability to perform college-level work. Eligibility criteria is outlined in MINNESOTA STATE policy 230.

Attachment B – Contractor’s Duties – Concurrent Enrollment JPA 2026-2027

CONTRACTOR'S DUTIES. The CONTRACTOR shall: Ensure the following program logistics:
High School Instructors, Administrators, and Staff shall:

- Provide general information about the Connect 2 College (C2C) Concurrent Enrollment Program (CEP) to all 9-11th grade students and parents enrolled in their high school (MN Statutes 2004, Section 124D.09, and Subdivision 7).
- To the extent possible, provide counseling services to students and their parents/guardian before students enroll in concurrent enrollment courses to ensure awareness of risks and possible consequences of enrollment.
- One point of contact will provide the concurrent enrollment courses for the following academic year to the MINNESOTA STATE Secondary Relations Department no later than June 15, 2026 or upon the date that the final required signature is obtained. In addition, the point of contact will provide the academic high school calendar showing required school days, as well as the start and end dates for each semester.
- One point of contact or office will present a roster of students in a timely manner, under this agreement listing the names of each High School student and the MINNESOTA STATE course(s) being taken by each student prior to the start of the semester.
- One point of contact or office will collaborate with college/university staff to ensure students meet eligibility and course placement requirements for the courses being offered and/or provide relevant test scores, academic records, GPA, or other measures to assure compliance with PSEO eligibility requirements. The point of contact or office will ensure completion of and help students in the College/University admissions, course placement, and registration processes and verify class rosters. As needed, the point of contact or office will help students in the drop/withdraw process through e-Services.
- Have students who plan to take a CEP course the following year each complete the online MINNESOTA STATE "Application Form," "C2C/Concurrent Enrollment Orientation Form" and complete the registration process through e-Services.
- Abide by the college/university and concurrent enrollment program policies and procedures (e.g. add/drop, withdraw, course alignment) detailed in the concurrent enrollment handbooks available at www.southeastmn.edu/c2c.
- Provide all textbooks and other instructional materials/equipment required for the course as these are described in the course syllabus.

Ensure that each high school CEP teacher does the following:

- Maintain records for MINNESOTA STATE, help provide documentation for NACEP accreditation, follow Minnesota State College Southeast policies, participate in at least one professional development event each year, and complete tasks included in the Concurrent Enrollment Instructor Handbook.
- Creates a course syllabus for the CEP course in collaboration with the college faculty. This syllabus is to be provided to each student on the first day of class.
- Works to ensure each CEP course is equivalent in content and rigor to the same course offered on the college campus and if asked in advance will provide documentation such as copies of quizzes, exams, and completed homework assignments that are examples of student A-level work, B-level work and C-level work. A student's grade in a course is to be based on their academic performance on assignments and tests. Testing will cover the full curriculum of the courses.
- By day five of the course, confirm class roster of students taking course for college credit.

- Assign final, whole letter grades to each student on the class rosters and share grades with College Collaborators and enter in e-Services within 3 academic days of the end of the course.
- Meet regularly (face-to-face, email, telephone or via other technology) with MINNESOTA STATE College Collaborator.
- Collaborate with MINNESOTA STATE faculty to align course syllabi, assignments, grading, and assessments and ensure each course meets the MINNESOTA STATE learning outcomes.
- Assist MINNESOTA STATE staff in administering course evaluations for each course in keeping with NACEP accreditation requirements.
- Participate in required site visits and professional development opportunities offered by MINNESOTA STATE in keeping with NACEP accreditation requirements.

Attachment C – Minnesota State’s Duties – Concurrent Enrollment JPA 2026-2027

MINNESOTA STATE'S DUTIES. MINNESOTA STATE shall:

- Adhere to all Minnesota State, Higher Learning Commission (HLC), and National Alliance of Concurrent Enrollment Partnerships (NACEP) policies and standards.
- Complete credential review process of high school instructors according to guidelines from Minnesota State Colleges and Universities Policy 3.32 found on the MinnState website: <https://www.minnstate.edu/system/asa/academicaffairs/cfc/>.
- Provide necessary eligibility, admission, registration, withdrawal, and drop-add information.
- Provide through student orientation sessions at the local high school or online, print and/or electronic materials, with information that informs them about the academic and student support services available to all students at the college and outlines their responsibilities, including their responsibility to communicate with their high school about their academic progress in courses offered through PSEO (MINNESOTA STATE Policy Chapter 3.5.1 Part 3 Subpart A).
- Provide the necessary Student Agreement/ Registration Forms or online process.
- Provide the necessary Withdrawal and Drop-Add online process.
- Maintain records documenting each CEP course.
- Provide evaluation tools to faculty, counselors, principals and superintendents for the purpose of evaluating each college faculty mentor as well as the program in general.
- Provides the means for college course placement assessment testing.
- Work with each high school to ensure that concurrent enrollment class lists are correct and that all grades are submitted and transcribed.
- Makes appropriate record adjustments for students in accordance to Drop/add and Withdrawal policies.
- Provides student official transcripts to high school when requested.
- Maintains college course records for high school students and awards college credit for successfully completed courses.
- Provide students and concurrent enrollment instructors with the same level of access to learning resources (libraries, laboratories, databases, etc.) and learning management systems as the college students and faculty in the same college course(s) or programs offered at the college campus.
- Assigns a credentialed college faculty collaborator to communicate regularly with the high school C2C instructor collaborator.

Ensure that each MINNESOTA STATE faculty mentor:

- Initiates an orientation session with new high school teachers and initial contacts with experienced CEP teachers at the time of the CEP assignment.
- Collaborates with the high school CEP teacher to clarify the approved college course outline, to create a course syllabus for the CEP course, and to verify the syllabus meets college criteria per NACEP standards.
- Reviews course textbooks options with CEP teacher, provide college text information and/or exam copies of the text if requested, and provides course outlines, sample syllabi, sample exams, sample assignments, and exercises for the CEP teacher's use if requested.
- Provides teachers who have taught the course previously with copies of new course outlines, new calendars, schedules or other information as courses change.
- Collaborates with high school CEP teachers to assure that necessary Student Learning Assessment activities take place.

- Provides assistance to access college course lists and grades sheets to the high school CEP teacher if requested or assists the CEP teacher to access them online through e-Services (The MINNESOTA STATE registration computer system).
- Minnesota State College Southeast's Concurrent Enrollment Program requires that all CE instructors are observed at least once per course but may occur more frequently if deemed necessary by the College Collaborator. The classroom observation is done by the College Collaborator assigned to the CE instructor to observe teaching and student response to instruction, meeting with the teacher before and/or after each classroom observation. The collaborator creates records of site visits and course evaluations per NACEP accreditation requirements.
- Review selected graded assignments, tests and papers if requested to do so.
- Engages in an on-going dialogue (face-to face, ITV, on-line, by telephone, etc.) with the high school CEP teacher and is available to the high school teacher by phone, email, or other means to offer assistance/guidance as requested and work with the CEP teacher to ensure that the course meets the learning outcomes contained in the course outline approved by the college and that the students are held to college-level standards (MINNESOTA STATE Policy Chapter 3.5.1 Part 4 Subpart D Number I).
- Provide assistance to CEP teachers to access the COLLEGE Library and D2L (Desire 2 Learn) online systems as requested.
- Extends to high school CEP teachers, invitations to participate in appropriate campus-based faculty development activities (MINNESOTA STATE Policy Chapter 3.5.1 Part 4 Subpart D Number 2).

Attachment D – Consideration and Terms of Payment – Concurrent Enrollment JPA 2026-2027

2. CONSIDERATION AND TERMS OF PAYMENT.

- a. Consideration for all services performed and goods or materials supplied by MINNESOTA STATE pursuant to this contract shall be paid by the CONTRACTOR as follows according to the current systemwide pricing structure: The CONTRACTOR shall pay Three thousand and 00/100 dollars (\$3,000.00) per course per teacher. If one teacher teaches multiple sections, it is one fee; if more than one teacher is assigned to separate sections of the same course, there is an additional fee to be paid by the CONTRACTOR of Three thousand and 00/100 dollars (\$3,000.00) per teacher. The billing date for courses is October 30, 2026, with payment by the CONTRACTOR due 30 days later.

List specific courses for each school

Class Size Limit:

English 25 max, Science with labs 24 max, All Others 50 max