


INDEPENDENT SCHOOL DISTRICT 271  
Bloomington, Minnesota

**REQUEST FOR SCHOOL BOARD ACTION**

DATE OF BOARD MEETING: June 26, 2017

SUBJECT: Income Contract Between the Board of Trustees of the Minnesota State Colleges and Universities, on Behalf of Normandale Community College and Independent School District 271

ORIGINATING DEPARTMENT: Academic Services


APPROVAL OF ADMINISTRATIVE CABINET MEMBER: Eric Melby   
Assistant Superintendent

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**RESOLUTION FOR BOARD TO ADOPT:**

RESOLVED, that the School Board of Independent School District 271 accepts the income contract with the State of Minnesota acting through its board of Trustees of the Minnesota State Colleges and Universities, on behalf of Normandale Community College to provide services known as T2C to district students during the 2017-2018 academic year.

**RECOMMENDATION OF SUPERINTENDENT:**

Approve. 

**DETAILED BACKGROUND:**

Normandale Community College (College) will provide T2C services to Independent School District 271 (District) students during the 2017-2018 academic year. College will provide courses, textbooks and other required course materials. College will award college credit to students upon successful completion of courses and provide grades/transcripts to the District at the end of each trimester. College will notify the District of those students who fail to meet minimum eligibility for college, provide monitoring and advising on academic and attendance matters.

The District will assume all travel reimbursement costs for eligible low-income students, recommend and authorize enrollment/course selection for eligible high school students at the College. The District will receive and respond to College reports regarding academic and attendance matters of T2C students. The District will be billed by the College at the rate of \$225 per credit hour per student. The term of this agreement is from July 1, 2017 through June 30, 2018.

The District's legal counsel and insurance carrier have reviewed the attached agreement.

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

**STATE OF MINNESOTA**

**Normandale Community College**

**MINNESOTA STATE COLLEGES AND UNIVERSITIES**

**INCOME CONTRACT**

This contract is by and between Independent School District 271 (hereinafter "SCHOOL DISTRICT") and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Normandale Community College (hereinafter "COLLEGE").

WHEREAS, the SCHOOL DISTRICT has a need for a specific service; and

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

NOW, THEREFORE, it is agreed:

I. DUTIES OF COLLEGE. The COLLEGE agrees to provide the following:

Enter into this agreement for services to be provided under contract with the SCHOOL DISTRICT.

- Communicate eligibility requirements.
- Provide courses and other services at the same level as provided to general college students.
- Provide textbooks and other required course materials.
- Award college credit to students upon successful completion of courses.
- Provide course grades/transcripts to the SCHOOL DISTRICT at the conclusion of each semester, in accordance with FERPA regulations.

In addition:

- Prepare, produce, and pay for marketing materials.
- Host information sessions in collaboration with the high schools to help promote the program.
- Notify the SCHOOL DISTRICT of applicants who fail to meet minimum eligibility as established by the COLLEGE.
- Provide placement testing, academic advising and registration sessions specifically for the T2C program. Students will be enrolled for a minimum of 12 credits.
- Provide intrusive monitoring and advising including academic and attendance matters.

- Provide notification to the SCHOOL DISTRICT of students who are not meeting the standards set forth in the COLLEGE's Satisfactory Academic Progress (SAP) policy, in accordance with FERPA regulations.
- The COLLEGE will communicate to the SCHOOL DISTRICT personnel/officials of student grades mid-semester and end of semester.
- Organize and hold up to four group gatherings with students in an academic year.
- Participate jointly with SCHOOL DISTRICT personnel in periodic meetings to discuss the program.
- Create invoices for the SCHOOL DISTRICT for credits being taken by SCHOOL DISTRICT students.

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

Enter into this agreement for services "known as T2C" to be directly contracted with the COLLEGE.

- Assume the travel reimbursement costs for eligible low income students.
- Complete Notice of Registration Form (ED01763-15) for each student participating in this program
- Recommend and authorize enrollment/course selection for eligible high school students at the COLLEGE.
  - Met course requirements for graduation but has not received a diploma.
  - Met minimum eligibility for coursework at the COLLEGE.

In addition:

- Communicate program information to students and families and obtain written acknowledgement that the information has been received, is understood and is agreed to.
- Communicate to students that textbooks are the property of the COLLEGE and must be returned at the end of each semester. Textbooks not returned will result in a hold preventing the student from registering in future terms.
- Communicate application deadlines with students.
- Students are not eligible to take courses with course fees greater than or equal to \$85.
- Arrange educational accommodations. The college retains authority to determine whether a request for an educational accommodation is appropriate for classes taken for college credit.
- Be responsible for publicity, marketing, recruiting and selecting students to participate in the program, known as T2C.
- Host information sessions in collaboration with the college to help promote the program.
- Receive and respond to college reports regarding academic and attendance matters of T2C students
- Provide to the college all completed student application materials including placement test scores and/or ACT scores if available, no later than 30 calendar days prior to the beginning of the academic term.
- Designate a SCHOOL DISTRICT employee as the person that parents contact for any issues related to the program and communicate that information to students and parents.
- Participate jointly with college personnel in periodic meetings to discuss the program.
- Maintain communication with and obtain any permissions necessary from the Minnesota Department of Education (MDE) for operation of the program.

- The SCHOOL DISTRICT's responsibility is to pay the college for all T2C registered credits as of midnight the 15th business day each semester regardless of the support received or not received per student by MDE.

III. CONSIDERATION AND TERMS OF PAYMENT.

A. Consideration for all services performed and goods or materials supplied by the COLLEGE pursuant to this contract shall be paid by the SCHOOL DISTRICT as follows:

The SCHOOL DISTRICT will be billed by the COLLEGE at the rate of \$225 per credit hour per student. As of the drafting of this agreement, \$225 represents the same rate as standard COLLEGE tuition and fees and a per credit charge for textbook rental. These rates may change in future contracts.

Tuition Instruction	\$	135.79
Tuition Facilities	\$	25.40
Fees Facilities	\$	28.81
Textbook rental cost per credit	\$	35.00
Additional "advising and support"		Waived
	\$	<b>225.00</b>

B. Terms of Payment. Payment shall be made by the SCHOOL DISTRICT as follows

Invoices will be sent to the SCHOOL DISTRICT by October 15 for fall enrollment and March 15 for spring enrollment.

Payments to the COLLEGE for tuition/fees/textbook charges will be made by the SCHOOL DISTRICT by December 1 for fall semester and May 1 for spring semester.

IV. TERM OF CONTRACT. This contract shall be effective on July 1, 2017, **or upon the date that the final required signature is obtained by the COLLEGE**, whichever occurs later, and shall remain in effect until June 30, 2018, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

This agreement is effective for the 2017-2018 Academic Year and may be reviewed on an annual basis and extended through written agreement of both parties.

V. CANCELLATION. This contract may be canceled by the SCHOOL DISTRICT or COLLEGE 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 shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.


- VI. AUTHORIZED REPRESENTATIVES. The SCHOOL DISTRICT'S Authorized Representative for the purposes of administration of this contract is **Gary Kressin, Bloomington Career & College Academy Director**. The COLLEGE'S Authorized Representative for the purposes of administration of this contract is **Torrion Amie, Dean of Outreach and Enrollment**.
- Each authorized representative shall have final authority for acceptance of services of the other party and shall have responsibility to ensure that all payments due to the other party are paid pursuant to the terms of this contract.
- VII. ASSIGNMENT. Neither the SCHOOL DISTRICT nor the COLLEGE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.
- VIII. LIABILITY. Each party will be responsible for its own acts and behavior and the results thereof. The College's liability is governed by the Minnesota Tort Claims, Act, Minn. Stat. § 3.736, and other applicable laws.
- IX. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The SCHOOL DISTRICT is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. The COLLEGE 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.
- X. 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.
- XI. 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. 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.
- XII. 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 located only in the state or federal court with competent jurisdiction in Hennepin County, Minnesota.
- XIII. 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.
- XIV. OTHER PROVISIONS. (Attach additional page(s) if necessary):

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**

**Normandale Community College**

By (authorized signature)
 Lisa Wheeler
Title <b>VP of Finance and Operations</b>
Date <b>5/24/2017</b>

**2. SCHOOL DISTRICT:**

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

By (authorized signature)
Title
Date

By (authorized signature)
Title
Date

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

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