

INDEPENDENT SCHOOL DISTRICT 271
Bloomington, Minnesota

REQUEST FOR SCHOOL BOARD ACTION

DATE OF BOARD MEETING: September 9, 2019

SUBJECT: Joint Powers Agreement with Minnesota State Colleges and Universities (MNSCU) for Dimensions Academy High School at Normandale Community College


ORIGINATING DEPARTMENT: Academic Services

APPROVAL OF ADMINISTRATIVE CABINET MEMBER: Andy Kubas 
Executive Director of Learning & Teaching

RESOLUTION FOR BOARD TO ADOPT:

RESOLVED, that the School Board of Independent School District 271 approves the Joint Powers Agreement with Minnesota State Colleges and Universities (MNSCU) for the Dimensions Academy High School program located at Normandale Community College for the 2019-20 school year.

RECOMMENDATION OF SUPERINTENDENT:

Approve. 

BACKGROUND:

This agreement provides for reimbursement of instructional and facility expenditures to MNSCU for our District's Dimensions Academy High School program at Normandale Community College. The District will be billed in 2019-20 by Normandale Community College per credit hour per student as follows:

Term	Description	Students	Credits	Per Credit	Total
Fall 2019	9 th Grade Students	24	8	\$213.49	\$40,990.08
Fall 2019	10 th Grade Students	24	8	\$213.49	\$40,990.08
Spring 2020	9 th Grade Students	24	8	\$213.49	\$40,990.08
Spring 2020	10 th Grade Students	24	10	\$213.49	\$51,237.60
Total					\$174,207.84

Funds to pay for these costs will come from our District's state formula revenue and lease levy.

The District's attorney and insurance agent of record have reviewed the attached Joint Powers Agreement.

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

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES

Normandale Community College

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 Normandale Community College (hereinafter "COLLEGE"), 9700 France Avenue, South, Bloomington, MN, 55431 which is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10, and Independent School District 0271 (Bloomington Public Schools, hereinafter "DISTRICT"), 4001 West 102nd Street, Bloomington, MN, 55427, which is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10;

WHEREAS, the parties represents that they are duly qualified and willing to perform the services set forth herein.

NOW, THEREFORE, it is agreed to provide the Dimensions Academy program.

1. DUTIES & RESPONSIBILITIES

A. DISTRICT'S DUTIES. The DISTRICT shall:

1. Be solely responsible for publicity, marketing, recruiting, and selecting students to participate in the program. Students will be ninth or tenth graders.
2. Assure that participating students meet the same COLLEGE academic placement standards as students participating in concurrent enrollment courses.
3. Provide to the COLLEGE a roster of students along with other information needed for the COLLEGE to register them for courses no later than 30 calendar days prior to the beginning of the academic term.
4. Participate jointly with COLLEGE personnel in the planning and implementation of an orientation for students and families.
5. Participate jointly with COLLEGE personnel in periodic meetings to review the program.
6. Notify the COLLEGE in the event a student withdraws from a course.
7. Utilize the Rigorous Course Waiver process to assure COLLEGE credits earned will also meet high school graduation requirements. Provide documentation to the COLLEGE of how courses will dually count for high school graduation credit.
8. Assign a DISTRICT employee to be present in classrooms that students are present to monitor student behavior and serve as a liaison with the DISTRICT. This employee will have no responsibility for instruction.
9. Designate a DISTRICT employee as the person that parents contact for any issues related to the program.
10. Be solely responsible for communication with parents/guardians about the program and about students' progress in classes.

11. Monitor student behavior and assure student compliance with the COLLEGE's Student Code of Conduct and with conduct standards of the DISTRICT. Refer violations to the COLLEGE's dean of students and to the DISTRICT. (See <http://www.normandale.edu/current-students/code-of-conduct> .)
12. Attend to student's non-emergency medical needs as dictate by the DISTRICT procedures.
13. Comply with legal requirements for parent communication for students 13 and younger accessing electronic communications.
14. Communicate to parents that they may not be present in the classroom while clsaes are being conducted.
15. Provide bus transport for students to the designated drop-off point at the COLLEGE campus. The DISTRICT shall communicate to parents/guardians that students must be dropped off at the designated drop-off point if transported by personal vehicle.
16. Enforce DISTRICT policies on students being picked up by someone other than their parent/legal guardian. The DISTRICT employee assigned to be present in the classroom shall not leave campus until all students have been transported.
17. Communicate with the COLLEGE's office for students with disabilities and to the faculty any educational accommodations required by students under an Individual Education Plan. The COLLEGE retains authority to determine whether any particular request for an accommodation in appropriate for classes give for COLLEGE credit.
18. Reimburse the COLLEGE for any costs associated with provision of educational accommodations by the COLLEGE.
19. Maintain communication with and obtain any permissions necessary from the Minnesota Department of Education for operation of the program.

B. COLLEGE's duties. The COLLEGE shall:

1. Be solely responsible for selecting and assigning faculty with appropriate academic credential to teach the agreed upon COLLEGE courses.
2. Faculty will teach courses as part of their regular workload according to the Minnesota State College Faculty contract and only on regularly schedule COLLEGE class days.
3. Offer agreed upon courses at agreed upon times. (See ATTACHMENT A.)
4. Monitor student ehavior and assure student compliance with the COLLEGE's student code of conduct and with conducts standards of the DISTRICT. Refer violations to the COLLEGE's dean of students.
5. Provide standard classrooms accommodating 24 students for agreed upon courses located in close proximity to the COLLEGE-designated bus drop-off location.
6. Provide class use of science labs as needed.
7. Register students for classes.
8. Participate jointly with DISTRICT personnel in the planning and implementation of an orientation for students and families.
9. Participate jointly with DISTRICT personnel in periodic meetings to review the program.
10. Award COLLEGE credit to students upon successful completion of courses.
11. Communicate course grades to the DISTRICT at the conclusion of each semester.
12. Provide textbooks and other course materials.
13. Provide students with access to technology as needed – e.g., D2L, computer lab, email.
14. Provide orientation and campus information for the DISTRICT's paraprofessional staff working in the program, including, but not limited to, emergency response procedures and student code of conduct.
15. Adjudicate violations of the COLLEGE's student code of conduct, involving parents as legally required and communicating with the DISTRICT as allowed.
16. Provide emergency medical response as needed.

C. CONSIDERATION AND TERMS OF PAYMENT.

1. Consideration for all services performed by the COLLEGE pursuant to this contract shall be paid by the DISTRICT as follows:

For fall 2019 term:

- 24 9th grade students X 8 credits X \$213.49/credits = \$40,990.08
 - 24 10th grade students X 8 credits X \$213.49/credits = \$40,990.08
- Total = \$81,980.16**

For spring 2020 term:

- 24 9th grade students X 8 credits X \$213.49/credits = \$40,990.08
 - 24 10th grade students X 10 credits X \$213.49/credits = \$51,237.60
- Total = \$92,235.68**

2. Terms of payment: Payment shall be made by the DISTRICT promptly after the COLLEGE's presentation of invoices for services performed and acceptance of such services by the DISTRICT's authorized representative pursuant to Clause 6. Invoices shall be presented by the COLLEGE according to the following schedule:
 - For fall 2019 term: \$81,980.16 (eighty one thousand, nine hundred eighty dollars, and sixteen cents) to be invoiced on October 15, 2019. Payment due by December 1, 2019.
 - For spring 2019 term: \$92,235.68 (ninety two thousand, two hundred thirty-five dollars, and sixty-eight cents) to be invoiced on March 15, 2020. Payment due by May 1, 2020.

D. CONDITIONS OF PAYMENT. All services provided by the COLLEGE pursuant to this contract shall be performed to the satisfaction of DISTRICT, 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 COLLEGE shall not receive payment for work found by the DISTRICT to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation

E. TERM OF CONTRACT. This contract shall be effective on July 1, 2019, 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, 2020, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The DISTRICT understands that NO work should begin under this contract until ALL required signatures have been obtained, and the DISTRICT is notified to begin work by the COLLEGE's Authorized Representative.

F. CANCELLATION. This contract may be canceled by the DISTRICT or the COLLEGE at any time, with or without cause, no later than 60 calendar days prior to the start of the COLLEGE's fall or spring term upon 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.

G. AUTHORIZED REPRESENTATIVE. All official notifications, including but not limited to cancellation of this contract must be sent to the other party's authorized representative.

1. The COLLEGE's authorized representative for the purposes of administration of this contract is:

Name: Erin Daly, Dean of Academic Services
Address: 9700 France Avenue, South, Bloomington, MN 55431
Telephone: 952-358-8834
E-Mail: erin.daly@normandale.edu

2. The DISTRICT's authorized representative for purposes of administration of this contract is:

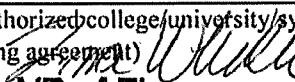
Name: Rod Zivkovich, Executive Director of Finance and Support Services, or his successor
Address: 1350 West 106th Street, Bloomington, MN 55431
Telephone: 952-681-6421
Email: rzivkovich@bloomington.k12.mn.us

- H. ASSIGNMENT.** Neither party shall assign nor transfer any rights or obligations under this contract without the prior written consent of the other party. .
- I. 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.
- J. LIABILITY.** The DISTRICT shall indemnify, save, and hold the COLLEGE, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by the COLLEGE, arising from the performance of this contract by the DISTRICT or the DISTRICT's agents or employees. This clause shall not be construed to bar any legal remedies the DISTRICT may have for the COLLEGE's failure to fulfill its obligations pursuant to this contract.
- K. AUDITS.** The books, records, documents, and accounting procedures and practices of the DISTRICT relevant to this contract shall be subject to examination by the COLLEGE and the Legislative Auditor.
- L. GOVERNMENT DATA PRACTICES ACT.** The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The COLLEGE and the DISTRICT must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the COLLEGE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the DISTRICT 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 DISTRICT or the COLLEGE.
- In the event the DISTRICT receives a request to release the data referred to in this clause, the DISTRICT must immediately notify the COLLEGE. The COLLEGE will give the DISTRICT instructions concerning the release of the data to the requesting party before the data is released. The DISTRICT shall comply with the Minnesota Data Practices Act as it applies to all data provided by the COLLEGE in accordance with this contract and as it applies to all data created, gathered, generated, or acquired in accordance with this contract.
- M. 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 DISTRICT or its employees individually or jointly with others, or any subcontractors shall identify the COLLEGE as the sponsoring agency and shall not be released prior to receiving the approval of the COLLEGE's authorized representative.
- N. 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
Normandale Community College

By (authorized college/university/system office initiating agreement)	 Lisa Wheeler
Title	VP of Finance and Operations
Date	8/15/19

2. BLOOMINGTON PUBLIC SCHOOL DISTRICT

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

By (authorized college/university/system office initiating agreement)	
Title:	School Board Chair
Date	

3. AS TO FORM AND EXECUTION:

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

APPENDIX A:

AY2020 Dimensions Academy Course Schedule

9th Grade		Monday	Tuesday	Wednesday	Thursday	Friday
Fall 2019	7:50 am to 9:35 am	MATH 1100	CSCI 1101	MATH 1100	CSCI 1101	open
Spring 2020	7:50 am to 9:35 am	PHYS 1110	MATH 1150	PHYS 1110	MATH 1150	PHYS 1110

10th Grade		Monday	Tuesday	Wednesday	Thursday	Friday
Fall 2019	7:50 am to 9:35 am	MATH 1510	GEOL 1110	MATH 1510	Pre-Chem	Pre-Chem
Spring 2020	7:50 am to 9:35 am	MATH 1520	CHEM 1061	MATH 1520	CHEM 1061	CHEM 1061 lab (begins at 7)