


INDEPENDENT SCHOOL DISTRICT 271
Bloomington, Minnesota

REQUEST FOR SCHOOL BOARD ACTION

DATE OF BOARD MEETING: August 27, 2018

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: Eric Melby 
Assistant Superintendent

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 2018-19 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 2018-19 by Normandale Community College per credit per student as follows:

Description	Students	Credits	Per Credit	Total
9 th Grade Students	24	16	\$ 213.49	\$ 81,980.16
10 th Grade Students	24	18	\$ 213.49	\$ 92,227.68
				\$ 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, 9700 France Avenue, Bloomington, MN 55431 (hereinafter "COLLEGE" 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), 4001 West 102nd Street, Bloomington, MN 55437 (hereinafter "DISTRICT"), which is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10.

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

NOW, THEREFORE, it is agreed to provide Dimensions Academy Training (DIMA):

1. DUTIES & RESPONSIBILITIES

A. DISTRICT's duties.

The DISTRICT shall:

- a. Be solely responsible for publicity, marketing, recruiting and selecting students to participate in the program, known as Dimensions Academy. Students will be ninth or tenth graders.
- b. Assure that participating students meet the same COLLEGE academic placement standards as students participating in concurrent enrollment classes in the high school.
- c. 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.
- d. Participate jointly with COLLEGE personnel in the planning and implementation of an orientation for students and families.
- e. Participate jointly with COLLEGE personnel in periodic meetings to discuss the program.
- f. Notify the COLLEGE in the event a student withdraws from a course.
- g. 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.
- h. 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.
- i. Designate a DISTRICT employee as the person that parents contact for any issues related to the program.
- j. Be solely responsible for communication with parents/guardians about the program and about students' progress in classes.

- k. Monitor student behavior and assure student compliance with the COLLEGE's Student Conduct Code 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>)
- l. Attend to students' non-emergency medical needs as dictated by the DISTRICT procedures.
- m. Comply with legal requirements for parent communication for students 13 and younger accessing electronic communications.
- n. Communicate to parents that they may not be present in the classroom while classes are being conducted.
- o. Provide bus transport for students to the designated drop-off point at the COLLEGE campus. DISTRICT shall communicate to parents/guardians that students must be dropped off at the designated drop off point if transported by personal vehicle.
- p. Enforce DISTRICT policies on students being picked up by someone other than their parent/guardian. The DISTRICT employee assigned to be present in the classroom shall not leave campus until all students have been transported.
- q. 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 is appropriate for classes given for COLLEGE credit.
- r. Reimburse the COLLEGE for any costs associated with provision of educational accommodations by the COLLEGE.
- s. 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:

- a. Be solely responsible for selecting and assigning faculty with appropriate academic credentials to teach the agreed-upon-COLLEGE courses.
- b. Faculty will teach courses as part of their regular workload according to the Minnesota State COLLEGES Faculty contract and only on regularly scheduled COLLEGE class days.
- c. Offer agreed upon courses at agreed upon times. (See Attachment A.)
- d. Monitor student behavior and assure student compliance with the COLLEGE's Student Conduct Code and with conduct standards of the DISTRICT. Refer violations to the COLLEGE's Dean of Students. (See Attachment A which is incorporated into this agreement.)
- e. Provide standard classrooms accommodating 24 students for agreed upon courses located in close proximity to the COLLEGE-designated bus drop off location.
- f. Provide class use of science labs as needed.
- g. Register students for classes.
- h. Participate jointly with DISTRICT personnel in the planning and implementation of an orientation for students and families.
- i. Participate jointly with DISTRICT personnel in periodic meetings to discuss the program.
- j. Award COLLEGE credit to students upon successful completion of courses.
- k. Communicate course grades to the Bloomington Public Schools at the conclusion of each semester.
- l. Provide textbooks and other course materials.
- m. Provide students with access to technology as needed (D2L, computer lab access, e-mail).
- n. 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 conduct code.
- o. Adjudicate violations of the COLLEGE's Student Conduct Code (see <http://www.normandale.edu/current-students/code-of-conduct>) involving parents as legally required and communicating with the DISTRICT as allowed.
- p. Provide emergency medical response as needed.

2. CONSIDERATION AND TERMS OF PAYMENT.

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

- 24 9th grade students x 16 credits x \$213.49/credit = \$81,980.16
- 24 10th grade students x 18 credits x \$213.49/credit = \$92,227.68

The total obligation of the DISTRICT under this agreement will not exceed \$174,207.84.

B. 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 COLLEGE according to the following schedule:

Bill on October 15 and due on December 1: Fall semester payment of \$87,103.92, and
Bill on March 15 and due on May 1: Spring semester payment of \$87,103.92

3. CONDITIONS OF PAYMENT. All services provided by the COLLEGE pursuant to this contract shall be performed to the satisfaction of the 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.

4. TERM OF CONTRACT. This contract shall be effective on July 1, 2018 **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, 2019, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The contract is renewable by mutual agreement. 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.

5. 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 with 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.

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

A. The COLLEGE's Authorized Representative for the purposes of administration of this contract is:

Name: Erin Daly, Dean, Academic Services and the Library or her successor
Address: 9700 France Avenue South, Bloomington, MN 55431
Telephone: 952-358-8156
E-Mail: erin.daly@normandale.edu
Fax: 952-358-8555

B. The DISTRICT's authorized representative for the purpose 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
E-Mail: rzivkovich@bloomington.k12.mn.us
Fax: 952-681-6435

7. **ASSIGNMENT.** Neither party shall assign nor transfer any rights or obligations under this contract without the prior written consent of the other party.
8. **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.
9. **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 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. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes sections 3.732 and 3.736, et seq., and other applicable law.
10. **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.
11. **GOVERNMENT DATA PRACTICES ACT.** 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 Section 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. DATA PRACTICES ACT. 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.

12. **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 sub-contractors shall identify the COLLEGE as the sponsoring agency and shall not be released prior to receiving the approval of the COLLEGE authorized representative.
13. **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)
<i>Miss Wheeler</i> Miss Wheeler
Title VP of Finance and Operations
Date 8/6/18

2. BLOOMINGTON PUBLIC SCAHOOOL DISTRICT

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 signature)
Title
Date

By (authorized signature)
Title
Date

3. AS TO FORM AND EXECUTION:

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