

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 Anoka-Ramsey Community College

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 approves entering into a Joint Powers Agreement with Minnesota State Colleges and Universities, (MNSCU), Anoka-Ramsey Community College for concurrent enrollment for Kennedy High School for the 2018-19 school year.

**RECOMMENDATION OF SUPERINTENDENT:**

Approve. 

**BACKGROUND:**

This agreement includes Concurrent Enrollment course offering to be provided by Anoka-Ramsey Community College to the District for Kennedy High School for the 2018-19 school year.

The District shall be billed by Anoka-Ramsey Community College at the rate of \$2,250 per course planned for this school year, Minnesota History, 1 section, spring semester.

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**

Anoka-Ramsey Community College, Cambridge Campus and Coon Rapids Campus

**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 Anoka-Ramsey Community College address 11200 Mississippi Blvd. NW Coon Rapids, MN 55433 (hereinafter "STATE/COLLEGE"), which is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10, and Independent School District No. 271 of Hennepin County, Minnesota doing business as Bloomington Kennedy High School address 9701 Nicollet Ave, Bloomington, MN 55420 (hereinafter "SCHOOL DISTRICT"), which is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10.

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

NOW, THEREFORE, it is agreed

I. A. SCHOOL DISTRICT DUTIES. The SCHOOL DISTRICT shall:

1. *The SCHOOL DISTRICT agrees to offer Concurrent Enrollment courses provided by the COLLEGE to students enrolled in the SCHOOL DISTRICT'S secondary schools. Actual course offerings will be determined in accordance with this agreement.*
2. *The SCHOOL DISTRICT will provide faculty who teach Concurrent Enrollment courses at secondary schools in the SCHOOL DISTRICT with terms and conditions of employment determined by applicable SCHOOL DISTRICT'S collective bargaining agreements and personnel policies. The SCHOOL DISTRICT further agrees that any faculty who teach COLLEGE courses will meet the minimum academic preparation and qualification requirements in the current collective bargaining agreement between the State of Minnesota and the Minnesota State College Faculty Association. Per NACEP Accreditation Standards, high school faculty are required to attend yearly professional development hosted by the COLLEGE. The SCHOOL DISTRICT will allow high school faculty to attend professional development provided by the COLLEGE.*

3. *The SCHOOL DISTRICT understands that students enrolled in Concurrent Enrollment courses are held to the same standards of achievement as those expected of students in on campus sections. The SCHOOL DISTRICT will ensure that all students enrolled in Concurrent Enrollment courses are held to the same grading standards as those expected of students in on campus sections.*
4. *The SCHOOL DISTRICT is responsible for informing students of ARCC Policies with regard to registration Add, Drop and Withdraw dates and policies. Materials will be provided to high school by the COLLEGE to help disseminate policy information to students.*
5. *The SCHOOL DISTRICT must communicate how to arrange educational accommodations to any interested student. The COLLEGE retains authority to determine whether a request for an educational accommodation is appropriate for classes taken for college credit. Accommodations for students enrolled in Anoka-Ramsey Concurrent Enrollment courses cannot be provided by the SCHOOL DISTRICT without COLLEGE approval.*
6. *The SCHOOL DISTRICT is responsible for ensuring that students meet both the Eligibility Requirements and the Placement Level requirements for all courses. Placement Level requirements differ by course; high schools will be notified of qualifying placement options prior to registration. Students may complete an Exception to Policy to be considered for Concurrent Enrollment if they do not meet the Eligibility Requirements. Concurrent Enrollment Program Eligibility Requirements are as follows:*

To qualify, high school juniors must be in the top 1/3 of their class and seniors must be in the top 1/2. Juniors and seniors may also qualify for PSEO/Concurrent Enrollment with their high school GPA. Juniors must earn a 3.5 or higher cumulative, unweighted GPA, and seniors must earn a 3.0 or higher cumulative, unweighted GPA. Students who do not qualify with high school class rank or GPA may submit commensurate test results from a nationally-normed, standardized, norm-referenced test such as the ITED, PLAN, ACT, PSAT, SAT, or CAT. To qualify using test results, juniors must score at the 70th percentile or above and seniors must score at the 50th percentile or above. (ARCC Admissions Policy 3E.1)

B. STATE'S DUTIES. The STATE shall:

1. *The COLLEGE, which is approved by the Higher Learning Commission, is responsible for providing Concurrent Enrollment coursework leading to a degree. The COLLEGE agrees to provide Concurrent Enrollment courses at secondary schools in the SCHOOL DISTRICT in accordance with this agreement and with **Minnesota State Colleges and Universities Board of Trustees Policy 3.5, Post Secondary Enrollment Options**, which can be found at the following address. <http://www.minnstate.edu/board/procedure/305p1.html>*
2. *The COLLEGE shall provide faculty liaisons(mentors) to the secondary school faculty teaching Concurrent Enrollment courses at the SCHOOL DISTRICT'S secondary schools to*

*ensure that the courses are taught at the collegiate level and to provide mentoring and professional development support.*

3. *The COLLEGE shall only offer courses for Post Secondary Enrollment Options (PSEO) students that are approved through the COLLEGE curriculum process. PSEO students shall not be offered developmental courses or other courses that are not college level. A developmental course means a postsecondary course taken to prepare a student for college-level work and for which the COLLEGE does not grant college credit or which cannot be used to meet degree, diploma, or certificate requirements.*

## II. CONSIDERATION AND TERMS OF PAYMENT.

Consideration for all services performed by the SCHOOL DISTRICT pursuant to this contract shall be paid by the STATE as follows:

Anoka-Ramsey Community College's Concurrent Enrollment Program will charge our Partner High Schools per mentor-mentee relationship, per course, per term according to Minnesota State College and Universities guidelines. The 2018-2019 rate will be:

*\$2,250 per Faculty Liaison/High School Partner Teacher relationship, per course, per term offered.*

*Courses Scheduled for the 2018-2019 Academic Year. Exact billing will depend on number of terms a course is offered and number of High School Partner Teachers:*

**HIST 1101- Minnesota History (Class Size Limit: 60) – 1 section, spring semester**

**Total cost to district for 2018-2019 school year - \$2,250**

B. Terms of Payment. Payments shall be made by the SCHOOL DISTRICT promptly after the STATE'S presentation of invoices for services performed and acceptance of such services by the STATE'S authorized representative pursuant to Clause VI. The STATE will disburse invoices to SCHOOL DISTRICTS by the conclusion of the 2018-2019 school year.

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

IV. TERM OF CONTRACT. This contract shall be effective on 07/01/2018, or upon the date that the **final required signature is obtained by the STATE, whichever occurs later**, and shall remain in effect until 6/30/2019, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever

occurs first. The SCHOOL DISTRICT understands that NO work should begin under this contract until ALL required signatures have been obtained, and the SCHOOL DISTRICT is notified to begin work by the STATE'S Authorized Representative.

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

#### VI. AUTHORIZED REPRESENTATIVES

THE COLLEGE/UNIVERSITY'S AUTHORIZED REPRESENTATIVE. The COLLEGE'S Authorized Representative for the purposes of administration of this contract is:

Name: Kim Bienfang  
Address: 11200 Mississippi Blvd NW, Coon Rapids, MN 55433-3470  
Telephone: 763.433.1483  
E-Mail: [Kimberly.Bienfang@anokaramsey.edu](mailto:Kimberly.Bienfang@anokaramsey.edu)

THE SCHOOL DISTRICT'S AUTHORIZED REPRESENTATIVE. The SCHOOL DISTRICT'S Authorized Representative for the purposes of administration of this contract is:

**Independent School District No. 271, 1350 W 106th St, Bloomington, MN 55431, 952-681-5040, Kris Krenz.**

The STATE'S Authorized Representative shall have final authority for acceptance of the SCHOOL DISTRICT'S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause II, Paragraph B.

VII. ASSIGNMENT. The SCHOOL DISTRICT shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of the STATE.

VIII. 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.

IX. LIABILITY. Each party will be responsible for its negligent acts or omissions subject to the statutory restrictions of Minn. Stat. § 466.02 and § 466.04. Each party is responsible for its own defense in any and all claims which may be brought against it arising out of its obligations under this Agreement. A party is not required to indemnify or defend any other party to this Agreement for claims which may be asserted against such party. By the terms of this Agreement, a party does not waive any limitations of liability available to that party.

X. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the SCHOOL DISTRICT relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.

XI. GOVERNMENT DATA PRACTICES ACT. The SCHOOL DISTRICT and/or the STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the Parties in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated 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 STATE. In the event either party receives a request to release the data referred to in this Article from the other party, each must immediately notify the other for instructions concerning the release of the data to the requesting party before the data is released.

XII. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

A. The STATE shall own all rights, title and interest in all of the materials conceived or created by the SCHOOL DISTRICT, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of 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 ("MATERIALS").

B. The SCHOOL DISTRICT hereby assigns to the STATE all rights, title and interest to the MATERIALS. The SCHOOL DISTRICT shall, upon request of the STATE, execute all papers and perform all other acts necessary to assist the 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 SCHOOL DISTRICT, 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 the STATE by the SCHOOL DISTRICT, its employees and any subcontractors. The SCHOOL DISTRICT, its employees, and any subcontractors shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the SCHOOL DISTRICT'S obligations under this contract without the prior written consent of the STATE'S authorized representative.

The SCHOOL DISTRICT 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 SCHOOL DISTRICT will indemnify and defend the STATE at the SCHOOL DISTRICT'S expense from any action or claim brought against the STATE to the extent that it is based on a claim that all or part of the MATERIALS infringes upon the intellectual property rights of another. The SCHOOL DISTRICT 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 SCHOOL DISTRICT'S or the STATE'S opinion is likely to arise, the SCHOOL DISTRICT shall at the STATE'S discretion either procure for the 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.

XIII. 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 SCHOOL DISTRICT or its employees individually or jointly with others, or any subcontractors shall identify the STATE as the sponsoring agency and shall not be released prior to receiving the approval of the STATE'S authorized representative.

XIV. OTHER PROVISIONS. *Mutual Responsibilities*

1. *The STATE and the SCHOOL DISTRICT agree to discuss on an annual basis the actual Concurrent Enrollment course offerings to be provided by the STATE in the SCHOOL DISTRICT'S secondary schools. Assignment of staff shall also be discussed at this time.*
2. *The STATE and the SCHOOL DISTRICT assume joint responsibility for the orientation of SCHOOL DISTRICT faculty who provide instruction of Concurrent Enrollment courses. This orientation shall include, but not be limited to, review of STATE program requirements.*
3. *Staff from the STATE and the SCHOOL DISTRICT will communicate regularly regarding planning, development, implementation, and evaluation of the activities covered by this agreement.*
4. *All Concurrent Enrollment students enrolled in post-secondary courses at the SCHOOL DISTRICT'S secondary schools shall be expected to perform to the standards to which the STATE'S non-Concurrent Enrollment students are held accountable.*
5. *All Concurrent Enrollment courses shall be discrete college level courses that do not simultaneously enroll Concurrent Enrollment and non-Concurrent Enrollment high school students. Schools interested in mixed classes must have prior approval, and a majority of student in the classroom must be taking the course for Concurrent Enrollment credit.*
6. *Textbooks and other instructional materials shall be the same as those used in the classes held on the college campus, or shall be approved by the course mentor. Textbooks will be provided by the SCHOOL DISTRICT and will be updated on a regular basis.*
7. *The SCHOOL DISTRICT agrees to notify the STATE'S AUTHORIZED REPRESENTATIVE of any criminal activity that occurs in any Concurrent Enrollment class offered at the SCHOOL DISTRICT'S secondary school location.*

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**

**Anoka-Ramsey Community College**

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

**2. VERIFIED AS TO ENCUMBRANCE**

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

**3. SCHOOL DISTRICT (Governmental Entity):**

**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
Date

By (authorized signature)
Title
Date

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

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