


INDEPENDENT SCHOOL DISTRICT 271
Bloomington, Minnesota

REQUEST FOR SCHOOL BOARD ACTION

DATE OF BOARD MEETING: February 11, 2019

SUBJECT: Revised 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 Melbye 
Assistant Superintendent

RESOLUTION FOR BOARD TO ADOPT:

RESOLVED, that the School Board of Independent School District 271 accepts the revised 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 instruction at the Bloomington Career and College Academy during the 2018-2019 school year.

RECOMMENDATION OF SUPERINTENDENT:

Approve. 

DETAILED BACKGROUND:

The School Board approved an Income contract between the Board of Trustees of the Minnesota State Colleges and Universities, on Behalf of Normandale Community College on June 11, 2018 to provide instruction at the Bloomington Career and College Academy (BCCA) during the 2018-2019 school year. The revision reflects cancellation of two classes. Criminal Justice/Law Enforcement and Criminology. The rate changed from \$112,400.00 to \$84,300.00.

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 access to learning resources, including the library and online course management system (Brightspace D2L).
- Award college credit to students upon successful completion of courses.
- Provide course grades/transcripts to the SCHOOL DISTRICT at the conclusion of each trimester.

In addition:

- Participate jointly with SCHOOL DISTRICT personnel in the planning and implementation of an information session for students.
- Notify the high school of applicants who fail to meet minimum eligibility for COLLEGE.
- Register students for classes not to exceed established maximum enrollment per course as specified in the COLLEGE faculty labor contract.
- Provide lab facilities at COLLEGE as needed.
- Offer agreed upon courses at agreed upon times in alignment with the SCHOOL DISTRICT calendar. (See Attachment A which is attached and incorporated into this agreement.)

- Select and assign faculty with appropriate academic credentials to teach agreed upon COLLEGE courses.
- Provide notification to the SCHOOL DISTRICT of students' attendance and any conduct issues.
- 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 BCCA" to be directly contracted with COLLEGE.

- Provide textbooks and other required course materials.
- Assume all travel cost and arrangements.
- Recommend and authorize enrollment/course selection for eligible high school students at the COLLEGE. Eligible students are the same students defined as eligible in the following three authorities: (a) Minnesota Statutes 124D.09, (b) Normandale policy, and (c) Minnesota State College and University policy.

In addition:

- Communicate application deadlines with students.
- Arrange educational accommodations.
- Be responsible for publicity, marketing, recruiting and selecting students to participate in the program.
- Participate jointly with COLLEGE personnel in the planning and implementation of an information session for students.
- Provide to the COLLEGE all completed student application materials, class rank and/or nationally normed test scores, no later than 30 calendar days prior to the beginning of the academic term.
- Provide waivers as appropriate for students who fail to meet minimum eligibility for the COLLEGE.
- Provide appropriately equipped instruction space for agreed upon courses at agreed upon times. (See Exhibit A which is attached and incorporated into this agreement.)
- Receive and attend to notifications from the faculty on student attendance and conduct issues.
- Designate a SCHOOL DISTRICT employee as the person that parents contact for any issues related to the program and communicate this 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 for operation of the program.

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 \$2,900 per credit course instruction and \$1,000 administrative fee (per course).

These rates may change in the future contracts.

	Credits/Courses	Cost per credit/course	Total
Course instruction	27	\$2,900	\$78,300
Administrative fee	6	\$1,000	\$6,000
Grand Total			\$84,300

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

Invoices will be sent to the SCHOOL DISTRICT by October 1, 2018

Payments to the COLLEGE for course instruction and administrative fees will be made by the SCHOOL DISTRICT by December 1, 2018.

IV. 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.

This agreement is effective for the 2018-2019 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, District's Career & College Academy Coordinator.**

The COLLEGE'S Authorized Representative for the purposes of administration of this contract is **Robert Lowe, Coordinator of Dual Enrollment Programs.**

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. 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 signature)
 Lisa Wheeler
Title VP of Finance and Operations
Date 01/14/19

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

Attachment A: Schedule for courses taught by Normandale Community College Faculty

Course	College Credits Awarded	Normandale Billed Credits	Hours	Days	Trimester	Dates
Criminal Justice / Law Enforcement	3	4.5	3 & 4	M, T, W, Th, F	1	9/4/18 - 11/29/18
Criminal Justice / Law Enforcement	3	4.5	5 & 6	M, T, W, Th, F	1	9/4/18 - 11/29/18
Criminology	3	4.5	3 & 4	M, T, W, Th, F	2	12/3/18 - 3/6/19
Police & Community	3	4.5	5 & 6	M, T, W, Th, F	2	9/4/18 - 11/29/18
Criminal Justice / Law Enforcement	Cancelled	Cancelled	5 & 6	M, T, W, Th, F	2	12/3/18 - 3/6/19
Corrections	3	4.5	3 & 4	M, T, W, Th, F	3	3/11/19 - 6/6/19
Juvenile Justice	3	4.5	5 & 6	M, T, W, Th, F	3	12/3/18 - 3/6/19
Criminology	Cancelled	Cancelled	5 & 6	M, T, W, Th, F	3	3/11/19 - 6/6/19
18					27	
					Hours 3 & 4 =	10:15 - 11:45
					Hours 5 & 6 =	12:45 - 2:22
						10:40 - 11:45
						12:45 - 1:55