

INDEPENDENT SCHOOL DISTRICT 271
Bloomington, Minnesota

REQUEST FOR SCHOOL BOARD ACTION

DATE OF BOARD MEETING: May 8, 2017

SUBJECT: Post-Secondary Enrollment Option (PSEO) Agreement with Minnesota State Colleges and Universities (MNSCU)

ORIGINATING DEPARTMENT: Business Office

APPROVAL OF ADMINISTRATIVE CABINET MEMBER: Rod Y. Zivkovich, Executive Director of Finance and Support Services *RyZ*

RESOLUTION FOR BOARD TO ADOPT:

RESOLVED, that the School Board of Independent School District 271 approves extending the Post-Secondary Enrollment Option (PSEO) Agreement with Minnesota State Colleges and Universities (MNSCU) for the 2017-18, 2018-19 and 2019-20 school years at the same rates as the 2016-17 school year.

RECOMMENDATION OF SUPERINTENDENT:

Approve. *[Signature]*

DETAILED BACKGROUND:

This agreement includes Post-Secondary Enrollment Option (PSEO) services to be provided by Normandale Community College to the District for the 2017-18, 2018-19 and 2019-20 school years.

Normandale Community College will provide courses, textbooks, other required course materials, and other services to the District at the same level as provided to general college students. The District will be billed by Normandale Community College per credit hour per student as follows:

Tuition Instruction	\$	135.79
Tuition Facilities	\$	25.40
Fees Facilities	\$	28.81
Textbook rental cost per credit	\$	35.00
	\$	225.00

Our District's attorney and insurance agent of record 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 (Bloomington Public Schools) (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, COLLEGE, is empowered to enter into income contracts pursuant to Minnesota Statutes, Chapter 136F;

NOW, THEREFORE, it is agreed:

1. 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.

- a. Communicate eligibility requirements.
- b. Provide courses and other services at the same level as provided to general COLLEGE students.
- c. Provide required textbooks and other required course materials.
- d. Award COLLEGE credit to students upon successful completion of courses.
- e. Provide course grades/transcripts to the SCHOOL DISTRICT at the conclusion of each semester.
- f. Dis-enrolled students who have not submitted a completed MDE Postsecondary Enrollment Options Program Notice of Student Registration Form for the current semester prior to the 15th school day (including Saturdays) of the semester.
- g. Create invoices for the SCHOOL DISTRICT for COLLEGE credits enrolled by SCHOOL DISTRICT students enrolled on the 15th school day (including Saturdays) of the semester.

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

Enter into this agreement for Post-Secondary Enrollment Option (PSEO) services to be directly contracted with the COLLEGE.

- a. Assume travel reimbursement costs for eligible low income students.
- b. Complete and forward to the COLLEGE the current MDE Postsecondary Enrollment Options Program Notice of Student Registration Form for each student participating in this program each semester
- c. Authorize enrollment/course selection for eligible high school students at the COLLEGE. Eligible students are the same students defined as eligible for the Post-Secondary Enrollment Options program in the following three authorities: (a) Minnesota Statutes 124D.09, (b) Normandale policy, and (c) Minnesota State College and University policy.

In addition:

- a. 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.
- b. Communicate with students that if textbooks are obtained and the student drops or withdraws from a class, the textbooks must be returned to the COLLEGE immediately.
- c. Communicate that optional books and non-consumable materials are not covered by the Postsecondary Enrollment Options Program.
- d. Communicate application deadlines with students. Students need to apply by July 1 for fall semester and December 1 for spring semester.
- e. Communicate with students that they will be dis-enrolled by the COLLEGE if they have not submitted a completed MDE Postsecondary Enrollment Options Program Notice of Student Registration Form for the current semester prior to the 15th school day (including Saturdays) of the semester.
- f. Students are not eligible to take courses with course fees greater than or equal to \$85.
- g. Students are not eligible to take developmental courses.
- h. Students are not eligible to repeat courses unless the original course grade was an F (Fail) or W (Withdraw).
- i. Communicate with students that if they change schools or school districts, the student will need to notify the COLLEGE and submit a MDE Postsecondary Enrollment Options Program Notice of Student Registration Form from the new school or school district.
- j. Communicate how to arrange educational accommodations. The COLLEGE retains authority to determine whether a request for an educational accommodation is appropriate for classes taken for COLLEGE credit.
- k. Pay the COLLEGE for all registered credits as of midnight the 15th school day (including Saturdays) of each semester. The COLLEGE cannot control/limit the number of credits a student registers for and thus the total amount is the districts responsibility.
- l. The terms of this agreement encompass all schools, buildings and alternate locations within the SCHOOL DISTRICT as documented by MDE (including ALCs, inter-school agreements, cooperatives, etc.). The SCHOOL DISTRICT must request an alteration to this agreement to exclude any school, building, or alternate location.

- m. Pay the COLLEGE for students that were enrolled in the SCHOOL DISTRICT as of the 15th school day (including Saturdays) of the semester. Student transfers between school districts should be resolved by the school districts.

3. 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 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 the COLLEGE tuition and fees and a per credit charge for textbook rental. These rates may change in future contracts.

- 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.

- 4. TERM OF CONTRACT. This contract shall be effective on July 1, 2017 **or upon the date that the final required signature is obtained by 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.

- 5. 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.

6. AUTHORIZED REPRESENTATIVES.

- a. The SCHOOL DISTRICT'S Authorized Representative for the purposes of administration of this contract is:

Name: Rod Zivkovich
Title: Executive Director of Finance and Support Services
Bloomington Public Schools
Address: 1350 West 106th Street, Bloomington, MN 55431
Telephone: (952) 681-6433
E-Mail: rzivkovich@isd271.org
Fax: (952) 681-6401

- b. COLLEGE 'S Authorized Representative for the purposes of administration of this contract is:

Name: Torrion Amie
Title: Dean of Outreach and Enrollment
Address: 9700 France Avenue South, Bloomington, MN 55431
Telephone: (952) 358-8505
E-Mail: torrion.amie@normandale.edu
Fax: (952) 358-8230

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.

7. ASSIGNMENT. Neither the SCHOOL DISTRICT nor COLLEGE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.
8. LIABILITY. The SCHOOL DISTRICT shall indemnify, save, and hold COLLEGE, its agents and employees harmless from any and all claims or causes of action arising from the performance of this contract by the SCHOOL DISTRICT or SCHOOL DISTRICT'S agents or employees. This clause shall not be construed to bar any legal remedies the SCHOOL DISTRICT may have for COLLEGE 'S failure to fulfill its obligations pursuant to this contract.
9. 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. 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.
10. 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.
11. GOVERNMENT DATA PRACTICES ACT. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The SCHOOL DISTRICT and COLLEGE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by COLLEGE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the SCHOOL 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 SCHOOL DISTRICT or COLLEGE.

In the event the SCHOOL DISTRICT receives a request to release the data referred to in this clause, the SCHOOL DISTRICT must immediately notify COLLEGE. COLLEGE will give the SCHOOL DISTRICT instructions concerning the release of the data to the requesting party before the data is released.

12. 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 Ramsey County, Minnesota.
13. 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.
14. OTHER PROVISIONS. (Attach additional page(s) if necessary): None


The rest of this page intentionally left blank. Signature page to follow.

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 4/24/2017

- 2. SCHOOL DISTRICT: BLOOMINGTON PUBLIC SCHOOLS, DISTRICT 271**
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/system office initiating agreement)
Title
Date