


INDEPENDENT SCHOOL DISTRICT 271
Bloomington, Minnesota

REQUEST FOR SCHOOL BOARD ACTION

DATE OF BOARD MEETING: June 24, 2019

SUBJECT: 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 Melby 
Assistant Superintendent

RESOLUTION FOR BOARD TO ADOPT:

RESOLVED, that the School Board of Independent School District 271 accepts the 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 Criminal Justice/Law Enforcement instruction at the Bloomington Career and College Academy. The term of this agreement is from July 1, 2019 through June 30, 2020.

RECOMMENDATION OF SUPERINTENDENT:

Approve.

DETAILED BACKGROUND:

Normandale Community College (NCC) will provide Criminal Justice/Law Enforcement instruction at the Bloomington Career and College Academy (BCCA) during the 2019-2020 school year. NCC will provide access to learning resources, select and assign instructors with appropriate credentials to teach agreed upon courses and award college credit to students upon successful completion of courses. This agreement may be reviewed on an annual basis and extended through written agreement of both parties.

The District will provide textbooks and other required course materials, assume all travel costs and arrangements, recommend and authorize enrollment/course selection for eligible high school students at the college. The District will be billed at a rate of \$2,900.00 per 1.5 times each course credit and an administrative fee of \$2,000.00 per course.

The District's legal counsel and insurance agent have reviewed the attached contract.

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 PURCHASER) 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 MINNESOTA STATE).

WHEREAS, the PURCHASER has a need for a specific service; and

WHEREAS, MINNESOTA STATE, is empowered to enter into income contracts pursuant to Minnesota Statutes, Chapter 136F;

NOW, THEREFORE, it is agreed:

1. DUTIES OF MINNESOTA STATE. The MINNESOTA STATE agrees to provide the following to the Bloomington Career and College Academic (BCCA):
 - Student eligibility requirements.
 - Notification of the college’s determination of students who meet eligibility requirements or are eligible for ability to benefit waivers as defined by Minnesota statute and Minnesota State policy.
 - College courses taught by appropriately credentialed college faculty at agreed upon times and in alignment with the school district’s calendar. See Attachment A which is incorporated into this agreement.
 - Registration of students for the college courses identified in Attachment A not to exceed the maximum enrollment of 45 students per course section.
 - Access to college learning resources.
 - College grades and the appropriate credit to students who take the college courses.
 - Evaluation of BCCA’s performance relative to agreed-upon key performance indicators (KPIs) in and determination about program participation in accordance with the established timeline. See Attachment B which is incorporated into this agreement.
 - Invoices as articulated in Section III.

2. DUTIES OF PURCHASER. The PURCHASER agrees to provide the following:
 - Communication to students of all program requirements and deadlines.
 - All documentation in accordance with the timelines, as articulated in Attachment B.
 - Any accommodations for students with disabilities.
 - Appropriately equipped instruction space for agreed upon courses at agreed upon times.
 - Course textbooks and any other course materials.

- A designated employee to address any student conduct issues.
- A designated employee as the parent contact.
- Any communication and permissions required by the Minnesota Department of Education for operation of the program.
- Any travel arrangements and payment for all related travel costs.

3. CONSIDERATION AND TERMS OF PAYMENT.

- a. Consideration for all services performed and goods or materials supplied by MINNESOTA STATE pursuant to this contract shall be paid by the PURCHASER as follows:

An instruction fee of two thousand, nine hundred and 00/100 dollars (\$2,900.00) per 1.5 times each course credit and an administration fee of two thousand and 00/100 dollars (\$2,000.00) per course:

Instruction fee: 6 courses @ 3 credits each X 1.5 = \$78,300.00

Administration fee: 6 courses = \$12,000.00

Total = \$90,300.00

MINNESOTA STATE will invoice the PURCHASER by October 1, 2019.

- b. Terms of Payment. Payment shall be made by the PURCHASER by December 1, 2019.

4. TERM OF CONTRACT. This contract shall be effective on July 1, 2019, **or upon the date that the final required signature is obtained by MINNESOTA STATE**, 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 PURCHASER or MINNESOTA STATE 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 MINNESOTA STATE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed

6. AUTHORIZED REPRESENTATIVES.

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

Name: Gary Kressin
 Title: Bloomington Career and College Academy Director
 Address: 8800 Queen Ave. S. Suite 219, Bloomington, MN 55431
 Telephone: 952-681-6133
 E-Mail: gkressin@isd271.org
 Fax:

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

Name: Robert Lowe
 Title: Director of K-12 Partnerships and Perkins, Normandale Community College
 Address: 9700 France Avenue, South, Bloomington, MN 55436

Telephone: 952-358-8520
E-Mail: robert.lowe@normandale.edu

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 PURCHASER nor MINNESOTA STATE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.
8. LIABILITY. The PURCHASER shall indemnify, save, and hold MINNESOTA STATE, its agents and employees harmless from any and all claims or causes of action arising from the performance of this contract by the PURCHASER or PURCHASER'S agents or employees. This clause shall not be construed to bar any legal remedies the PURCHASER may have for MINNESOTA STATE 'S failure to fulfill its obligations pursuant to this contract.
9. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The PURCHASER is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. MINNESOTA STATE 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 PURCHASER and MINNESOTA STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the PURCHASER 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 PURCHASER or MINNESOTA STATE.

In the event the PURCHASER receives a request to release the data referred to in this clause, the PURCHASER must immediately notify MINNESOTA STATE. MINNESOTA STATE will give the PURCHASER 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 PURCHASER 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.

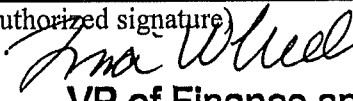
[WHEN FINALIZING DOCUMENT, FORMAT DOCUMENT SO THE ENTIRE SIGNATURE PAGE REMAINS ON THE LAST PAGE]

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	5/17/19

2. PURCHASER: Independent School District 271

PURCHASER certifies that the appropriate person(s) have executed the contract on behalf of PURCHASER 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	

Attachment A
BCCA Contract
AY 20
5/15/19

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	9/3/19 - 11/22/19
TBD	3	4.5	5 & 6	M, T, W, Th, F	1	9/3/19 - 11/22/19
Criminal Justice / Law Enforcement	3	4.5	3 & 4	M, T, W, Th, F	2	12/2/19 - 3/5/20
Police & Community	3	4.5	5 & 6	M, T, W, Th, F	2	12/2/19 - 3/5/20
Juvenile Justice	3	4.5	3 & 4	M, T, W, Th, F	3	3/10/20 - 6/4/20
TBD	3	4.5	5 & 6	M, T, W, Th, F	3	3/10/20 - 6/4/20

18
27

Attachment B
**Concurrent Enrollment Program:
 BCCA Responsibilities Timeline for AY2020**

#	Task (Normandale contact)	Deadline Tri 1	Deadline Tri 2	Deadline Tri 3
1	Review program requirements (Director): Contract Course offerings Roles, process, expectations, timelines Any identified challenges and improvement opportunities	05/15/19	05/15/19	05/15/19
2	Application Pre-Processing (Coordinator) Submit master class list using Normandale's template. Indicate who is taking the class for college credit and only high school credit. Flag prior concurrent enrollment students. Only students new to the program should apply.	06/07/19	11/15/19	01/10/20
3	Application Processing (Coordinator) <i>If using paper applications:</i> Ensure that application packets are complete and legible. Transcript and MCA and ACT test scores (if available) must be attached. Packets including incomplete or incorrect applications will be returned. Submit complete application packets to Normandale. 90% of application packets for students on master roster taking the class for college credit must be submitted – either scanned or dropped at Normandale.	06/07/19	See #4 below	See #4 below
4	Roster clean-up: repeat steps 2 – 3 with abbreviated timeline. (Coordinator) #2: Application pre-processing: master class roster updated (see #2) #3: Application processing (see#3): all remaining application packets submitted.	09/06/19 09/13/19	12/06/19 12/13/19	01/30/20 02/07/20
5	Accuplacer Testing (Coordinator) Normadale sends a list of students who need to be tested. Schedule test date with Normandale. 2 weeks' advance notice is required. Normandale admissions office sends test proctoring instructions. Normandale admissions office sends test materials at least 2 days prior to test date. Administer Accuplacer (100% of testing completed).	09/13/19 09/06/19 09/18/19 09/18/19 09/20/19	12/13/19 12/06/19 12/18/19 12/18/19 12/20/19	02/07/20 01/23/20 02/12/20 02/12/20 02/14/20
6	Admit and enroll students. (Coordinator) Normandale sends draft class roster, indicating which students meet program requirements and which require an ability to benefit waiver. Confirm or adjust Normandale's draft class roster and return to Normandale to indicate which eligible students will take the course and which students will receive an ability to benefit waiver. Final roster submitted (no drops or adds after this date – only withdraws will be allowed). Normandale sends waiver forms for completion. Complete waiver forms and submit to Normandale.	09/23/19 09/27/19 10/11/19 10/25/19	12/23/19 12/27/19 01/11/20 01/25/20	02/17/20 02/21/20 03/04/20 03/25/20