


INDEPENDENT SCHOOL DISTRICT 271
Bloomington, Minnesota

REQUEST FOR SCHOOL BOARD ACTION

DATE OF BOARD MEETING: August 14, 2017

SUBJECT: Contract with Minnesota State University, Mankato
for Teaching Fellow


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 contract with the Minnesota State Colleges and Universities on behalf of Minnesota State University, Mankato, to provide one (1) Teaching Fellow to replace a classroom teacher who shall serve on special assignment. The agreement shall be in effect August 1, 2017, through June 30, 2018. The District's financial obligation is \$12,907.78.

RECOMMENDATION OF SUPERINTENDENT:

Approve. 

DETAILED BACKGROUND:

The Professional Development Schools, (PDS), is a collaborative partnership between Bloomington Public Schools and Minnesota State University, Mankato, to redesign teacher education and induction practices. As part of the partnership, MSU Mankato will provide one (1) Teaching Fellow to replace (1) classroom teacher who will serve as Teachers on Special Assignment. The District will pay \$12,907.78 towards the cost of the Teaching Fellow; this amount is included in the Title II budget.

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



**STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
MINNESOTA STATE UNIVERSITY, MANKATO**

This contract is by and between INDEPENDENT SCHOOL DISTRICT #271, Bloomington Public Schools, 1350 West 106th Street, Bloomington, MN 55431 (hereinafter "BLOOMINGTON") and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of MINNESOTA STATE UNIVERSITY, MANKATO, 238 Wigley Administration Center, Mankato, MN 56001 (hereinafter "STATE").

WHEREAS, BLOOMINGTON has a need for a specific service; and

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

NOW, THEREFORE, it is agreed:

- I. DUTIES OF STATE. The STATE agrees to provide the following:
 - A. The STATE shall provide the services of its Center for Educator Partnerships and Student Support.
 - B. The STATE shall provide one (1) Teaching Fellow who will be assigned to BLOOMINGTON for classroom teaching. Such fellow shall be utilized by BLOOMINGTON to replace one (1) classroom teacher who shall serve as Teachers on Special Assignment (TOSA's) in the BLOOMINGTON public schools.
- II. DUTIES OF BLOOMINGTON. BLOOMINGTON agrees to provide the following:
 - A. Shall select classroom teachers to serve as Teachers on Special Assignment.
 - B. Shall provide mentoring to the Teaching Fellows.
- III. CONSIDERATION AND TERMS OF PAYMENT.
 - A. Consideration for all services performed and goods or materials supplied by the STATE pursuant to this contract shall be paid by BLOOMINGTON as follows:

TWELVE THOUSAND NINE HUNDRED SEVEN AND 78/100 DOLLARS (\$12,907.78) as detailed on Exhibit A, which is attached to and forms a part of this contract.
 - B. Terms of Payment. Payment shall be made by BLOOMINGTON according to the following schedule:

B. Terms of Payment. Payment shall be made by BLOOMINGTON according to the following schedule:

Due December 1, 2017\$6,453.89
Due March 1, 2018\$6,453.89

- IV. TERM OF CONTRACT. This contract shall be effective on August 1, 2017, and shall remain in effect until June 30, 2018, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.
- V. CANCELLATION. This contract may be cancelled by BLOOMINGTON or the 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 STATE shall be entitled to payment, determined on an actual cash basis, for services satisfactorily performed. BLOOMINGTON shall be entitled to a reimbursement from the STATE for payment exceeding actual costs.
- VI. AUTHORIZED REPRESENTATIVES. BLOOMINGTON'S Authorized Representative for the purposes of administration of this contract is Mr. Les Fujitake, Superintendent. The STATE'S Authorized Representative for the purposes of administration of this contract is Dr. Timothy Berry, Director, Center for Educator Partnerships and Student Support. 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 BLOOMINGTON nor the STATE shall assign any rights or obligations under this contract without the prior written approval of the other party.
- VIII. LIABILITY. BLOOMINGTON shall indemnify, save, and hold the STATE, its agents and employees harmless from any and all claims or causes of action arising from the performance of this contract by BLOOMINGTON or BLOOMINGTON'S agents or employees. This clause shall not be considered to bar any legal remedies BLOOMINGTON may have for the STATE'S failure to fulfill its obligations pursuant to this contract.
- IX. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). BLOOMINGTON is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. 12101, et. Seq. and regulations promulgated pursuant to it. The 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.
- 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. DATA PRACTICES. BLOOMINGTON must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the STATE in accordance

Minnesota Statutes Section 13.08, apply to the release of the data referred to in this Article by either BLOOMINGTON or the STATE. In the event Mankato receives a request to release the data referred to in this Article, BLOOMINGTON must immediately notify the STATE. The STATE will give BLOOMINGTON instructions 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 Ramsey County, Minnesota.

XIII. STATE AUDITS. The books, records, documents, and accounting procedures and practices of BLOOMINGTON relevant to this contract shall be subject to examination by the contracting department (Minnesota State University) and the Legislative Auditor.

XIV. OTHER PROVISIONS:

- This contract shall constitute the entire agreement between the parties and shall supersede all prior oral and written negotiations.

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**1. MINNESOTA STATE COLLEGES AND
UNIVERSITIES
MINNESOTA STATE UNIVERSITY, MANKATO**

Recommended:

By: Timothy Berry

Title: Director, Center for Educator Partnerships
and Student Support

Date: _____

By: Jean Haar

Title: Dean, College of Education

Date: _____

Approved:

By: Richard J. Straka

Title: VP for Finance and Administration

Date: _____

By: Vickie Hanson

Title: Office Administrator

Date: _____

2. INDEPENDENT SCHOOL DISTRICT #271

*BLOOMINGTON certifies that the person(s) have
executed the contract on behalf of BLOOMINGTON as
required by applicable articles, by-laws, resolutions or
ordinances.*

By: Les Fujitake

Title: Superintendent

Date: _____

Exhibit A

GRADUATE TEACHING FELLOW PROGRAM COSTS

Stipend for one (1) Teaching Fellow (.35 of \$24,500.00)	\$8,575.00
FICA/Medicare Match (.35 of \$1,874.25)	\$ 655.99
Tuition Match (.35 of estimated \$7773.30 tuition costs)	\$2,720.66
Indirect Costs (.08)	\$ <u>956.13</u>
TOTAL	\$12,907.78