


INDEPENDENT SCHOOL DISTRICT 271
Bloomington, Minnesota

REQUEST FOR SCHOOL BOARD ACTION

DATE OF BOARD MEETING: August 6, 2018

SUBJECT: PSEO Contract Between the Board of Trustees of the Minnesota State Colleges and Universities, on Behalf of Hennepin Technical 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 approves the income contract with the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Hennepin Technical College to provide PSEO instruction at Hennepin Technical College during the 2018-19 school year.

RECOMMENDATION OF SUPERINTENDENT:

Approve. 

DETAILED BACKGROUND:

Hennepin Technical College (HTC) will provide instruction at HTC in Eden Prairie during the 2018-2019 school year. HTC will provide courses and access to learning resources, select and assign faculty with appropriate academic credentials to teach agreed upon college courses, and will award college credit to students upon successful completion of courses. Grades/transcripts will be provided to the District at the end of each trimester. HTC will notify the District of those students who fail to meet minimum eligibility for college, provide notification of students' attendance and conduct issues.

The District will 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. In addition, the District will attend to notifications from faculty on student attendance and conduct issues and communicate this with students and parents. The District will be billed by HTC at the rate of \$4725 per credit for course instruction, \$500 for disposal fees for a total cost of \$71,375. The term of this contract is from September 4, 2018 through June 6, 2019.

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



F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #
18	635600		\$71,375.00		

**STATE OF MINNESOTA
 MINNESOTA STATE COLLEGES AND UNIVERSITIES
 HENNEPIN TECHNICAL COLLEGE
 INCOME CONTRACT - CONTRACT PSEO**

Contract #19015

This contract is by and between **Independent School District 271: Bloomington Career and College Academy, 8800 Queen Ave S, Bloomington, MN 55431** (hereinafter "SCHOOL DISTRICT") and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of **Henepin Technical College, 13100 College View Drive, Eden Prairie, MN 55347** (hereinafter "COLLEGE").

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

WHEREAS: Bloomington Career and College Academy, (hereinafter "SCHOOL DISTRICT"), affiliated with Independent School District #271 has a need for a specific service; and

WHEREAS: There is a mutual desire for COLLEGE to offer college level classes to HIGH SCHOOL through a program known as the Post-Secondary Options Program (hereinafter "PSEO"), a component of which provides for college-level classes to be offered at high schools, known as the Contract PSEO; and

WHEREAS: The governing policies of the Contract PSEO program and this agreement are established by law and the MnSCU Board of Trustees, which include the following general provisions that are considered to be minimum requirements (MnSCU Policy, Chapter 3 Section 5):

Definitions

Contract PSEO Course. A Contract PSEO course is a college or university course made available through the PSEO program, offered through a secondary school, and taught by a post-secondary teacher.

and:

WHEREAS: SCHOOL DISTRICT and COLLEGE wish to enter into this agreement through their respective agents for the delivery of Contract PSEO courses, which would be of mutual benefit:

NOW, THEREFORE, it is agreed:

- 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 (D2L Brightspace).
- Award college credit to students upon successful completion of courses.

In addition:

- 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 SCHOOL DISTRICT with specific deadline dates per trimester in which students may elect to drop (within 14 COLLEGE business days) or withdraw (before 80% course completion) from a course.
- Offer agreed upon courses at agreed upon times in alignment with the SCHOOL DISTRICT calendar. (See Exhibit 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.

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

Enter into this agreement for services to be directly contracted with COLLEGE.

- Provide textbooks, supplies 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) Hennepin Technical College policy, and (c) Minnesota State College and University policy.

In addition:

- Communicate with students regarding the requirements and deadlines for applying to the COLLEGE, dropping courses and withdrawing from courses.
 - Provide to the COLLEGE all completed student application materials within the first 14 COLLEGE business days of the start of the course.
 - Provide to the COLLEGE all completed course drop forms no later than 14 COLLEGE business days of the start of the course. Specific deadline provided to the SCHOOL DISTRICT by the COLLEGE.
 - Provide to the COLLEGE all completed course withdrawal forms before 80% of the course has been completed. Specific deadline provided to the SCHOOL DISTRICT by the COLLEGE.
- 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 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.

3. CONSIDERATION AND TERMS OF PAYMENT.

- Consideration for all services performed and goods or materials supplied by COLLEGE pursuant to this contract shall be paid by the SCHOOL DISTRICT as follows: seventy-one thousand three hundred seventy-five dollars (\$71,375.00) for up to fifteen (15) students. Each additional student will require instructor authorization and will be billed at a discounted rate of two hundred fifty dollars (\$250.00) per enrolled credit.
- The SCHOOL DISTRICT will be billed by the COLLEGE at the rate of \$4,725 per student up to 15 students. Classroom supplies and additional required program fees will apply.
 - SEE ATTACHED for a schedule of the courses offered and fees to be charged.

	Total Students	Cost	Total
Course Instruction	15	\$4,725 per student	\$70,875
Disposal Fee (Tires, oil, hazmat)		\$500 flat rate	\$500
TOTAL COST			\$71,375

- Terms of Payment. Payment shall be made by the SCHOOL DISTRICT within 20 days of the date of the invoice presented.
4. TERM OF CONTRACT. This contract shall be effective on **September 4, 2018, or upon the date that the final required signature is obtained by COLLEGE**, whichever occurs later, and shall remain in effect until **June 6, 2019**, 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.

- The SCHOOL DISTRICT Authorized Representative for the purposes of administration of this contract is:

Name: Gary Kressin
 Title: Coordinator
 Address: 8800 Queen Avenue South, Suite 219, Bloomington, MN 55431
 Telephone: 952-681-6133 E-Mail: gkressin@bloomington.k12.mn.us

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

Name: Pauline Arnst
 Title: Business Manager, Customized Training Services

Address: 13100 College View Drive, Eden Prairie, MN 55347
Telephone: 952-995-1341 E-Mail: Pauline.Arnst@hennepintech.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 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. 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.
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 the 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. The 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): See Attached.

Remainder of Page Intentionally Blank. Signature page to follow.

EXHIBIT A

BLOOMINGTON CAREER/COLLEGE ACADEMY FY19 Course Schedule

Trimester I	Trimester II	Trimester III
Intro to the Transportation Trades (ATEC1050) 2 cr.	Electrical Systems II (ATEC1620), Part 2, 3 cr. Total	Steering and Suspension (ATEC1405) 4 cr.
Electrical Systems I (ATEC1615) 3 cr.	Brakes (ATEC1505) 4 cr.	Automotive Externship/Job Shadowing
Electrical Systems II (ATEC1620), Part 1		

- Location: HTC - Eden Prairie campus (13100 College View Drive, Eden Prairie, MN 55347)
- Course Schedule: Monday through Friday from 12:45 p.m. to 2:22 p.m. Externship schedules may vary by student and site.
- Calendar: Courses will run according to the high school calendar with some alternate trimester start/end dates. Accommodations with mutual agreement may be required in situations when the college facilities are closed.
- Total Credits: 16 credits
- Transportation: BCCA will be responsible for all transportation arrangements and expenses, both to/from HTC and to/from student externship sites.
- Cost: **\$71,375.00 for up to 15 students.** Each additional student will required instructor authorization and will be billed at a discounted rate of \$250 per credit.

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

COLLEGE: HENNEPIN TECHNICAL COLLEGE

By (authorized signature)
Title: Business Manager, Customized Training Services
Date

2. SCHOOL DISTRICT: INDEPENDENT SCHOOL 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