


INDEPENDENT SCHOOL DISTRICT 271
Bloomington, Minnesota

REQUEST FOR SCHOOL BOARD ACTION

DATE OF BOARD MEETING: November 12, 2018

SUBJECT: 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 for Concurrent Enrollment
Programming


ORIGINATING DEPARTMENT: Academic Services

APPROVAL OF ADMINISTRATIVE CABINET MEMBER: Andrew Kubas 
Executive Director of Curriculum & Instruction

RESOLUTION FOR BOARD TO ADOPT:

RESOLVED, that the School Board of Independent School District 271 approves 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 for Concurrent Enrollment Programming at Kennedy High School for the 2018-19 school year.

RECOMMENDATION OF SUPERINTENDENT:

Approve. 

BACKGROUND:

The School Board approved the aforementioned Concurrent Enrollment Programming Income Contract at the August 27, 2018, Board Meeting. In this revised agreement, the District's financial obligation is reduced as follows:

Math 0990 Statway 1 - This is not an official concurrent enrollment class; it needs to be covered under a separate contract.

Previous total was \$21,000 with a current reduction of \$2,500 for a revised total of \$18,500.

Other terms of the agreement are unchanged.

Administration recommends approval of the revised 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 (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 to provide **Concurrent Enrollment Programming**:

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.

- Adhere to all Minnesota State Colleges and Universities, Higher Learning Commission (HLC), and National Alliance of Concurrent Enrollment Partnerships (NACEP) policies and standards.
- Approve high school instructors in accordance to Minnesota State Colleges and Universities, HLC, and NACEP credentialing guidelines.
- Provide orientation and professional development as it relates to the discipline and the concurrent program to the high school instructors.
- Select and assign faculty mentors with appropriate academic credentials to mentor high school instructors for agreed upon courses.
- Identify the course materials to be used.
- Communicate student eligibility requirements to the SCHOOL DISTRICT.
- Participate jointly with SCHOOL DISTRICT personnel in the planning and implementation of information sessions for students.
- Provide training for placement testing administration to the SCHOOL DISTRICT and cover the cost of the instrument.
- Notify the high school of applicants who fail to meet minimum eligibility.
- Work with the SCHOOL DISTRICT to complete ability-to-benefit waivers for appropriate students.

- Provide courses and access to learning resources, including the library and learning management system (D2L Brightspace).
- Ensure that the Student Survey of Instruction is completed for each course.
- Deliver other periodic surveys, as required by NACEP.
- Post grades to the students' college transcript upon receiving them from the SCHOOL DISTRICT.
- Award college credit to eligible students upon successful completion of courses.
- Participate jointly with SCHOOL DISTRICT personnel in periodic meetings to discuss the program.
- Create invoices for the SCHOOL DISTRICT for concurrent coursework.

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

- Provide qualified faculty to teach concurrent courses at the high school. All faculty will remain employees of the SCHOOL DISTRICT.
- Provide textbooks and other required course materials after approval by the COLLEGE faculty mentor.
- 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.
- Recommend and authorize enrollment/course selection for eligible high school students for college credit as defined in Minnesota Statutes 124D.09.
- Arrange educational accommodations as needed.
- Provide to the COLLEGE all completed student application materials, including transcripts, class rank and/or nationally normed test scores.
- Administer placement testing.
- Provide ability-to-benefit waivers as appropriate for students who fail to meet minimum eligibility for the COLLEGE.
- Determine which students are taking courses for college credit and communicate that information to the COLLEGE via an official student roster.
- Ensure that at least 50% of the students in the concurrent course are taking it for college credit. If more than 50% of the enrolled students are not taking the course for college credit, it cannot be a concurrent enrollment course.
- Provide course grades to the COLLEGE within one week of the conclusion of the course.
- Participate jointly with COLLEGE personnel in periodic meetings to discuss the program.

III. CONSIDERATION AND TERMS OF PAYMENT.

- A. Consideration for services performed related to courses listed in Appendix A by the COLLEGE pursuant to this contract shall be paid by the SCHOOL DISTRICT as follows:

The SCHOOL DISTRICT shall be billed by the COLLEGE at the rate of \$2,500 per course/mentor/teacher matching the first semester a course is taught and \$2,250 thereafter. See Appendix A for a list of courses.

These rates may change in the future contracts.

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

Invoices shall be sent to the SCHOOL DISTRICT by October 15 in the fall and March 15 in the spring.

Payments to the COLLEGE for course instruction and administrative fees shall be made by the SCHOOL DISTRICT by December 1 and May 1.

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 **Kris Krenz, Assistant Principal.**

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 shall 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 Ramsey 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. (Attach additional page(s) if necessary):

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) 
Title VP of Finance and Operations
Date 10-12-18

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

Appendix A: Concurrent Courses – Kennedy – AY 19

Course	College Credit	Term	New or Repeat	Cost
MUSC 1156: Guitar: Group Class	2	Fall 18 Tri #1	Repeat	2,250
MUSC 1156: Guitar: Group Class	2	Spring 19 Tri #2	Repeat	2,250
MUSC 1156: Guitar: Group Class	2	Spring 19 Tri #3	Repeat	2,250
EDUC 1101: Introduction to Education	4	Spring 19	Repeat	0 Grant
ENGL 1170: Modern World Literature – Richardson	3	Spring 19	Repeat	2,250
ENGL 1170: Modern World Literature – Haddad	3	Spring 19	New	2,500
ENGL 2130: African American Literature	3	Spring 19	Repeat	2,250
MATH 0990: Statway 1 * As this is not an official concurrent enrollment class it needs to be covered under a separate contract	4	Fall 18	New	0*
MATH 1090: Statway 2	4	Spring 19	New	2,500
MATH 1500: Pre-Calculus	5	Spring 19	Repeat	2,250
TOTAL * Reduction in contract due to above				18,500