


INDEPENDENT SCHOOL DISTRICT 271
Bloomington, Minnesota

REQUEST FOR SCHOOL BOARD ACTION

DATE OF BOARD MEETING: November 12, 2018

SUBJECT: Income Contract with the State of Minnesota Acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf Normandale Community College for Statway 1 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 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 Statway 1 Programming at Kennedy High School for the 2018-19 school year.

RECOMMENDATION OF SUPERINTENDENT:

Approve. 

BACKGROUND:

This Income Contract includes services to be provided by Normandale Community College to the District for Kennedy High School for the 2018-19 school year.

The School Board approved a Concurrent Enrollment Programming Income Contract at the August 27, 2018, School Board meeting, which included Math 0990 Statway 1. This is not an official concurrent enrollment class. Therefore, this class must be under a separate contract.

The District's legal counsel and insurance carrier of record have reviewed the income 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 "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 Statway1 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.

The COLLEGE will support the SCHOOL DISTRICT mathematics instructor teaching the first phase (fall term) of Statway. Statway is a year-long college level statistics course combined with as needed, just-in-time developmental supports that, when successfully completed, result in the award of four college credits in statistics. These supports are introduced when the associated skills and concepts become relevant to addressing the analytical problem posed. And because statistical problems become more complex as the year progresses, more developmental supports are typically necessary earlier in the year-long course. Instructor support for the spring 2019 phase is covered under a separate contract.

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

- Provide qualified high school instructor to teach the course 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.
- Be responsible for recruiting and selecting students to participate.

- 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.

III. CONSIDERATION AND TERMS OF PAYMENT.

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

The SCHOOL DISTRICT shall be billed \$2,500 by the COLLEGE.

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, Director of K-12 Partnerships and Perkins.**

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.

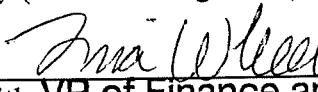
- VII. ASSIGNMENT. Neither the SCHOOL DISTRICT nor the COLLEGE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.
- VIII. LIABILITY. Each party shall be responsible for its own acts and behavior and the results thereof. The College's 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)
 Lisa Wheeler
Title VP of Finance and Operations
Date 10/31/18

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