


INDEPENDENT SCHOOL DISTRICT 271
Bloomington, Minnesota

REQUEST FOR SCHOOL BOARD ACTION

DATE OF BOARD MEETING: June 24, 2019

SUBJECT: Income Contract Amendment 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 amendment between the Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Hennepin Technical College, and Independent School District 271 for Nursing Assistant/Home Health Aide instruction at the Bloomington Career and College Academy. The term of the amended contract was in effect on March 11, 2019 through June 30, 2019.

RECOMMENDATION OF SUPERINTENDENT:

Approve.

DETAILED BACKGROUND:

The School Board approved an Income Contract for Nursing Assistant/Home Health Aide instruction August 6, 2018.

This amendment is for Adult Basic Education (ABE)/Metro South students to obtain college credit for Nursing Assistant Registry (NAR) certificate. Classes were provided by Bloomington Career and College Academy for the third trimester of the 2018-19 school year.

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

**STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES**

INCOME CONTRACT AMENDMENT NO. FY19-A5

Board of Trustees of the
Minnesota State Colleges and Universities
Hennepin Technical College

Bloomington Career and College Academy	Original Contract Effective Date:	<u>9/01/2018</u>
Independent School District 271	Original Contract Expiration Date:	<u>6/30/2019</u>
8800 Queen Ave S	Amended Contract Expiration Date:	<u>6/30/2019</u>
Bloomington, MN 55431		

This amendment is between the State of Minnesota, acting through its **Board of Trustees of the Minnesota State Colleges and Universities**, on behalf of **Hennepin Technical College** (hereinafter "COLLEGE"), and **Independent School District 271**, an affiliated school district, (hereinafter "HIGH SCHOOL").

Recitals

WHEREAS, the COLLEGE has a contract with the HIGH SCHOOL (hereinafter "Original Contract") to provide **Contract PSEO Services**, and

WHEREAS, COLLEGE and the HIGH SCHOOL are willing to amend the Original Contract as stated below,

NOW THEREFORE, it is agreed:

Contract Amendment

In this Amendment, deleted contract terms will be struck out and the added contract terms will be underlined.

1. DUTIES OF COLLEGE is amended as follows: **Exhibit B has been added.**
2. DUTIES OF HIGH SCHOOL is amended as follows: **Exhibit B has been added.**
3. CONSIDERATION AND TERMS OF PAYMENT is amended as follows:
 - a. Consideration for all services performed and goods or materials supplied by COLLEGE pursuant to this contract shall be paid by the HIGH SCHOOL as follows: **No changes.**
 - b. Payment shall be made by the HIGH SCHOOL within **20** days of the date of the invoice presented. (not changed)

Adult Basic Education (ABE)

EXHIBIT B

Bloomington School District/Metro South Adult Basic Education (SCHOOL DISTRICT) and Hennepin Technical College (COLLEGE) Duties Related to ABE: Student Eligibility, Admissions, and Participation	
<p>The SCHOOL DISTRICT agrees to:</p> <ol style="list-style-type: none"> 1) Make enrollment available to students enrolled through the SCHOOL DISTRICT who meet eligibility of criteria of each COLLEGE course according to COLLEGE policy 2) Ensure that ABE applicants complete application to the COLLEGE. 3) Complete the required registration forms for each student participating in this program. The form must contain a minimum of student identification of physical location, school district verification of eligibility, and COLLEGE confirmation of enrollment. Registration of ABE students may be administered on-site at SCHOOL DISTRICT campus location. 4) Registration fee is waived. 5) Collaborate with COLLEGE staff to administer ACCUPLACER assessment test or multiple measures of college readiness; ACCUPLACER may be administered on-site at SCHOOL DISTRICT campus location. 6) Provide required course textbooks and supplies for ABE students enrolled in COLLEGE courses. 	<p>The COLLEGE agrees to:</p> <ol style="list-style-type: none"> 1) Communicate eligibility requirements to SCHOOL DISTRICT. 2) Collaborate with the SCHOOL DISTRICT to provide information to students and parents that will include information regarding academic planning; course selection and registration; COLLEGE expectations; resources, services, and facilities that are available to students; official transcript request process; transfer information; and COLLEGE policies including data privacy, satisfactory academic progress, book borrowing, and course add/drop/withdraw. 3) Provide a copy of the COLLEGE student code of conduct to SCHOOL DISTRICT. 4) COLLEGE may determine that students are not eligible to take courses with course fees. 5) If the student has an individualized education program (IEP) that provides general education support and accommodations, the COLLEGE shall provide the support services as described in the student's IEP and the COLLEGE and the SCHOOL DISTRICT shall negotiate an agreement on the rate to be charged for the services.
SCHOOL DISTRICT and COLLEGE Duties for Enrolled ABE Students	
<p>The SCHOOL DISTRICT agrees to:</p> <ol style="list-style-type: none"> 1) Provide notification to the COLLEGE of students who violate the SCHOOL DISTRICT's code of conduct, in accordance with FERPA regulations. 2) Ensure that any student taking COLLEGE courses has reasonable access during regular school hours to a computer and other technology resources that the student needs to complete COLLEGE coursework. 3) Provide accommodation services to students in the program and seek advice from the 	<p>The COLLEGE agrees to:</p> <ol style="list-style-type: none"> 1) Provide education records allowable under FERPA regulations to ABE personnel that have been determined to have legitimate educational interests. 2) Award COLLEGE credit to students upon successful completion of courses. 3) Provide students final grades for coursework at the end of each term to the SCHOOL DISTRICT. 4) Provide notification to the SCHOOL DISTRICT on a regular (i.e., monthly) basis, or as requested, on students that have stopped

<p>COLLEGE for appropriate college courses accommodations.</p> <p>4) Provide notification to the COLLEGE on a regular (i.e., monthly) basis, or as requested, on students that have stopped attending and/or withdrawn from ABE program, in accordance with FERPA regulations.</p>	<p>attending and/or withdrawn from COLLEGE courses, in accordance with FERPA regulations.</p> <p>5) Provide notification to the SCHOOL DISTRICT of students who are not meeting standards set forth in the COLLEGE's Satisfactory Academic Progress (SAP) policy, in accordance with FERPA regulations.</p> <p>6) Provide notification to the SCHOOL DISTRICT of students who violate the COLLEGE's code of conduct, in accordance with FERPA regulations.</p> <p>7) Students needing accommodations must request accommodations for the COLLEGE course.</p> <p>8) Provide appropriate resources, services, and facilities use for all eligible ABE students.</p> <p>9) Provide access to learning resources, including the library and online course management system (D2L Brightspace).</p> <p>10) Provide information regarding academic planning; course selection and registration; COLLEGE expectations; resources, services, and facilities that are available to students; official transcript request process; transfer information; and COLLEGE policies including data privacy, satisfactory academic progress, book borrowing, and course add/drop/withdraw.</p> <p>11) Provide a copy of the COLLEGE's code of conduct, explanation that students are subject to it, and explanation of the consequences of violations.</p> <p>12) Provide students with information on COLLEGE's procedures for withdrawal from COLLEGE course.</p>
<p>Both the SCHOOL DISTRICT and the COLLEGE agree to:</p> <p>1) If technology used, such as a computer or a laptop, is required by the SCHOOL DISTRICT or the COLLEGE by all students including students in ABE, the school district and the COLLEGE will establish appropriate fees, support services, and policies.</p> <p>2) Both the COLLEGE and the SCHOOL DISTRICT will meet periodically to discuss the program.</p>	

4. TERM OF CONTRACT is amended as follows:

This contract amendment shall be effective on **March 11, 2019** or upon the date the final required signature is obtained by 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. **The HIGH SCHOOL understands**

that no work should begin under this ~~contract~~ amendment until all required signatures have been obtained and the HIGH SCHOOL is notified to begin work by COLLEGE's authorized representative.

Except as amended above, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

The rest of this page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. 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

**2. MINNESOTA STATE
Hennepin Technical College**

By (authorized signature)
Title Provost
Date

3. AS TO FORM AND EXECUTION:

By (authorized college/university/system office initiating agreement)
Title Chief Financial Officer
Date