


INDEPENDENT SCHOOL DISTRICT 271
Bloomington, Minnesota

REQUEST FOR SCHOOL BOARD ACTION

DATE OF BOARD MEETING: June 24, 2019

SUBJECT: PSEO Income 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 PSEO 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 Nursing Assistant/Home Health Aide instruction at the Bloomington Career and College Academy. The term of this contract is from September 1, 2019 through June 30, 2020.

RECOMMENDATION OF SUPERINTENDENT:

Approve.

DETAILED BACKGROUND:

Hennepin Technical College (HTC) will provide Nursing Assistant/Home Health Aide instruction at the Bloomington Career and College Academy (BCCA) during the 2019-2020 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 award college credit to students upon successful completion of courses.

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.

The District will be billed by HTC at the rate of \$3,220.00 per credit for course instruction, and \$1,650.00 administrative fee per course.

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

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #

**STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
HENNEPIN TECHNICAL COLLEGE
INCOME CONTRACT - CONTRACT PSEO FY20**

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 **Hennepin Technical College** (hereinafter "COLLEGE").

WHEREAS, Bloomington Career and College Academy, 8800 Queen Ave S, Bloomington, MN 55431 (hereinafter "HIGH SCHOOL"), affiliated with Independent School District #271 has a need for a specific service; and

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

And

WHEREAS: There is a mutual desire for COLLEGE to offer college level classes to HIGH SCHOOL through a component of a program known as the Post-Secondary Options Program (hereinafter "PSEO") which allows for college-level classes to be offered at high schools, known as Contract PSEO. General provisions are considered minimum requirements per Minnesota State 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.

NOW, THEREFORE, it is agreed:

1. 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.

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. (See Exhibit B which is attached and incorporated into this agreement.)
- 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 5 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.
- 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.

- a. 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:

- b. The SCHOOL DISTRICT will be billed by the COLLEGE at the rate of \$3,220 per credit for course instruction, seat time and \$1,650 administrative fee (per course). Classroom supplies and additional required program fees will apply,
- See Exhibits A and B for a schedule of the courses offered and fees to be charged.

	Credits/Courses	Cost	Total
Course Instruction	53	\$3,220	\$170,660
Additional Cost for Extra Seat Time	10	\$3,220	\$32,200
Administrative Fee \$1,650 per course	17	\$1,650	\$ 28,050
TOTAL COST			= \$ 230,910 plus background study and registry exam fees

- c. 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 1, 2019, or upon the date that the final required signature is obtained by COLLEGE**, whichever occurs later, and shall remain in effect until June 30, 2020, 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.

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

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

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

Name: Dr. Merrill Irving, Jr.
 Title: President
 Address: 9000 Brooklyn Boulevard, Brooklyn Park, MN 55445
 Telephone: 763-488-2401
 E-Mail: merrill.irving@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. 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 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. See Exhibit A, Exhibit B, and Exhibit C.

EXHIBIT A

**BLOOMINGTON CAREER/COLLEGE ACADEMY
FY20 Course Schedule**

Course	Begin/End Date	Cost <i>(includes administrative fee)</i>
CCIS1005 (3cr.) Computer Security Awareness	9/3/2019-11/22/2019 10:15-11:45am	\$11,310
CCIS1000 (3cr.) Information Systems	9/3/2019-11/22/2019 10:15-11:45am	\$11,310
CCIS1095 (2cr.) Microsoft Office 365	9/3/2019-11/22/2019 12:45-2:22pm	\$8,090
CCIS1080 (3cr.) Microsoft Office Productivity Apps 1	9/3/2019-11/22/2019 12:45-2:22pm	\$11,310
HLTH1000 (3cr.) Introduction to Health Careers Additional Seat Time (2cr)	9/3/2019-11/22/2019 10:15-11:45am	\$17,750
NAHA 1002 (5 cr.) Nursing Assistant/Home Health Aide	9/3/2019-11/22/2019 12:45-2:22pm	\$17,750
NAHA 1002 Clinical	TBD – 3 days with 8 hours/day at a nursing home site	No Fee
Trimester 2		
CCIS2675 (3cr.) A+ Hardware	12/2/2019- 3/5/2020 10:15-11:45am	\$11,310
CCIS2680 (3cr.) A+ Software	12/2/2019- 3/5/2020 10:15-11:45am	\$11,310
CCIS1102 (3cr.) PC Operating Systems Additional Seat Time (2cr)	12/2/2019- 3/5/2020 12:45-2:22pm	\$17,750
HLUC1002 (4cr.) Health Unit Coordinator Fundamentals	12/2/2019- 3/5/2020 12:45-2:22pm	\$14,530
HLUC1020 (2cr.) Medical Terminology	12/2/2019- 3/5/2020 12:45-2:22pm	\$8,090
Trimester 3		
CCIS2065 (3cr.) Help Desk/User Support Additional Seat Time (2cr)	3/10/2020 - 6/4/2020 10:15-11:45am	\$17,750
CCIS1301 (3cr.) HTML & CSS Additional Seat Time (2cr)	3/10/2020 - 6/4/2020 12:45-2:22pm	\$17,750
EMSV1050 (3cr.) Emergency Medical Responder Additional Seat Time (2cr)	3/10/2020 - 6/4/2020 10:15-11:45am	\$17,750
NAHA 1002 (5 cr.) Nursing Assistant/Home Health Aide	3/10/2020 - 6/4/2020 12:45-2:22pm	\$17,750
NAHA 1002 Clinical	TBD – 3 days with 8 hours/day at a nursing home site	No Fee
HLUC1061 (3cr.) Diagnostic and Therapeutic Procedures	3/10/2020 - 6/4/2020 12:45-2:22pm	\$11,310
HLUC1101 (2cr.) Processing Physicians Orders	3/10/2020 - 6/4/2020 12:45-2:22pm	\$8,090

TOTAL COST		\$230,910 plus background study and registry exam fees
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EXHIBIT B

ADDITIONAL REQUIREMENTS AND EXPENSES

NAHA1002 Nursing Assistant/Home Health Aide: BCCA will supply the space, and all equipment and supplies for up to 20 students maximum per section (any costs above the estimates below will be paid by BCCA).

BCCA will pay to HTC:

- \$30 fee per student to cover a background study and liability insurance expenses.

BCCA will supply all student supplies to include the following estimated expenses:

- Uniforms: maroon colored tops and matching maroon pants, skirts are allowed but legs must be covered with hosiery, and white nursing duty shoes or tennis shoes. A matching head scarf may be worn. Approximate cost of uniform: \$50, not including shoes.
- Kit - \$22.25 (per student)
- Book \$25.00 (per student)
- Skill box \$10:75 (per student)
- Transfer belt
- Disposable items needed (Recommended: Additional boxes of non-latex gloves in various sizes (approximately \$80)

HTC will provide:

- Processing of required background studies for the students.
- Instructors for the course (one for the classroom portion, two for the clinical portion).
- Reserved seats during designated state registration exam sessions, dates not yet determined.

Additional notes:

- Students must have attendance of a minimum of 72 hours of classroom instruction accompanied by 16 hours (2 days at 8 hours/day) of clinical instruction at an area nursing home in order to successfully pass the course.
- 24 hours (3 days at 8 hours/day) of clinical time shall be arranged in order to accommodate for potential student absence or illness.
- Students must be 16 years of age or older.
- Students will be expected to follow the professional standards of the clinical facility with regard to hygiene, tattoos, and piercings for that portion of the course.
- Students who do not have a clear background study will not be able to participate in clinical, and therefore will not be able to complete the course.
- Students can take the nursing assistant Pearson Vue written and skills tests (available separately at the college, at the prevailing charge), and if successful will be placed on the Minnesota Nursing Assistant Registry. This will enable them to be employed as nursing assistants in Minnesota.

EXHIBIT C

Adult Basic Education (ABE)

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. 	<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.

- 3) Provide accommodation services to students in the program and seek advice from the COLLEGE for appropriate college courses accommodations.
- 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.

- 4) Provide notification to the SCHOOL DISTRICT on a regular (i.e., monthly) basis, or as requested, on students that have stopped attending and/or withdrawn from COLLEGE courses, in accordance with FERPA regulations.
- 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.
- 6) Provide notification to the SCHOOL DISTRICT of students who violate the COLLEGE's code of conduct, in accordance with FERPA regulations.
- 7) Students needing accommodations must request accommodations for the COLLEGE course.
- 8) Provide appropriate resources, services, and facilities use for all eligible ABE students.
- 9) Provide access to learning resources, including the library and online course management system (D2L Brightspace).
- 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.
- 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.
- 12) Provide students with information on COLLEGE's procedures for withdrawal from COLLEGE course.

Both the SCHOOL DISTRICT and the COLLEGE agree to:

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.
2. Both the COLLEGE and the SCHOOL DISTRICT will meet periodically to discuss the program.

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

APPROVED:

1. MINNESOTA STATE

Hennepin Technical College

By (authorized signature)	
Title	Provost
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	Chief Financial Officer
Date	