


INDEPENDENT SCHOOL DISTRICT 271
Bloomington, Minnesota

REQUEST FOR SCHOOL BOARD ACTION

DATE OF BOARD MEETING: June 24, 2019

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 customized training 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 for Early Middle College (EMC) instruction at the Bloomington Career and College Academy. The term of the contract is from August 1, 2019 through June 30, 2020, or until all obligations set forth in the contract have been satisfactory fulfilled, whichever occurs first.

RECOMMENDATION OF SUPERINTENDENT:

Approve.

DETAILED BACKGROUND:

Hennepin Technical College (HTC) will provide Early Middle College instruction at the Bloomington Career and College Academy (BCCA) during the 2019-20 school year. HTC will provide textbooks, access to learning resources, select and assign an instructor with appropriate credentials to teach agreed upon course.

The District will recommend and authorize enrollment/course selection for eligible students at the college.

The District will be billed by HTC at the rate of \$225.00 per credit hour per student.

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 – FY20, PSEO by Contract for EMC**

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, SCHOOL DISTRICT has a need for a specific service; and

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

NOW, THEREFORE, it is agreed:

1. DUTIES OF COLLEGE. The COLLEGE agrees to provide the following:
 - a. Enter into this agreement for Early Middle College services to be provided under the program hereafter known as EMC, to be provided under contract with the SCHOOL DISTRICT.
 - b. Communicate eligibility requirements.
 - c. Provide courses and access to learning resources, including the library and online course management system (D2L Brightspace).
 - d. Provide textbooks.
 - e. Award college credit to students upon successful completion of courses.
 - f. Provide course grades/transcripts to the SCHOOL DISTRICT at the conclusion of each semester, in accordance with FERPA regulations.
 - g. Provide placement testing, academic advising and registration sessions specifically for the EMC program. Students will be enrolled for a minimum of 12 credits.
 - h. Provide intrusive monitoring and advising including academic and attendance matters.
 - i. 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.
 - j. The COLLEGE will communicate to the SCHOOL DISTRICT personnel/officials of student grades mid-semester and end of semester.
 - k. Participate jointly with SCHOOL DISTRICT personnel in periodic meetings to discuss the program.
 - l. 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:
 - a. Enter into this agreement for services for the EMC program to be directly contracted with COLLEGE.

- b. Recommend and authorize enrollment/course selection for eligible high school students at the COLLEGE provided these students have:
 - i. Met course requirements for graduation but have not received a diploma.
 - ii. Met minimum eligibility for coursework at the COLLEGE.
- c. Communicate program information to students and families and obtain written acknowledgement that the information has been received, is understood, and is agreed to.
- d. Communicate application deadlines with students.
- e. Be responsible for publicity, marketing, recruiting, and selecting students to participate in the EMC program.
- f. Participate jointly with COLLEGE personnel in the planning and implementation of an information session for students.
- g. Provide waivers as appropriate for students who fail to meet minimum eligibility for the COLLEGE.
- h. Arrange educational accommodations per student request and documentation. The COLLEGE retains authority to determine whether a request for an educational accommodation is appropriate for classes taken for college credit. The COLLEGE and SCHOOL DISTRICT will negotiate costs for accommodations that the COLLEGE deems appropriate.
- i. Receive and attend to notifications from the faculty on student attendance and conduct issues.
- j. 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.
- k. Participate jointly with COLLEGE personnel in periodic meetings to discuss the program.
- l. Maintain communication with and obtain any permissions necessary from the Minnesota Department of Education (MDE) for operation of the program.
- m. The SCHOOL DISTRICT's responsibility is to pay the college for all EMC-registered credits. Payment shall be made by the SCHOOL DISTRICT within Twenty (20) days of the date of the invoice presented.
- n. The SCHOOL DISTRICT is responsible for additional course fees or tuition differential per student and will be invoiced by COLLEGE at the Minnesota State-approved rates.
- o. Course supplies/tools will be purchased by the student or SCHOOL DISTRICT.
- p. Assist COLLEGE with return of textbooks from the student(s)
- q. All students affiliated with EMC are expected to follow the code of conduct of the COLLEGE and SCHOOL DISTRICT Administration has permission to act on behalf of HTC in intervening.

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:
 - i. The SCHOOL DISTRICT will be billed by the COLLEGE at the rate of Two Hundred Twenty-Five and 00/100 Dollars (\$225.00) per credit hour per student. Additional costs are imposed to cover books and intensive student services with the exception of accommodations for disability. Rates will be re-evaluated each year and may change in the future.

Total fee per credit per student	\$225.00
---	-----------------

- b. Terms of Payment. Payment shall be made by the SCHOOL DISTRICT within Twenty (20) days of the date of the invoice presented.

- 4. TERM OF CONTRACT. This contract shall be effective on **August 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. This agreement is effective for the 2019-2020 Academic Year and a new contract may be executed on an annual basis through agreement of both parties.

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: Maureen Bartolotta
Title: School Board Chair
Address: 1350 West 106th Street, Bloomington, MN 55431
Telephone: 952-681-6400
E-Mail: mbartolotta@isd271.org

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

Name: Jeffrey Parks
Title: Provost
Address: 9000 Brooklyn Boulevard, Brooklyn Park, MN 55445
Telephone: 952-995-1401
E-Mail: Jeffrey.parks@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. None.

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	School Board Chair
Date	June 24, 2019

By (authorized signature)	
Title	Clerk
Date	June 24, 2019

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	
Date	