

AGREEMENT TO PROVIDE EDUCATIONAL SERVICES

This Agreement to Provide Educational Services ("Agreement") is made between Independent School District 271 (ISD 271) and Intermediate School District 917 ("ISD 917"). The purpose of this Agreement is to set forth the respective responsibilities of the parties in the provision of educational services to students who are placed in the Transition Education Service Alternative (TESA) program located at 2575 W. 88th St., Bloomington, MN.

WHEREAS, ISD 917 is authorized to provide special education and other educational services to students pursuant to Minn. Stat. chapter 136D at the request of a participating district; and

WHEREAS, ISD 917 has a history of providing appropriate special education services to children; and

WHEREAS, ISD 271 finds it is financially and educationally appropriate to contract with ISD 917 to provide special education services to its residents who are placed in the TESA program located at 2575 W. 88th St., Bloomington.

WHEREAS, the Parties believe it is appropriate to recognize their respective responsibilities and further define the relationship of the Parties in this Agreement;

NOW, THEREFORE, IT IS AGREED:

1. EMPLOYMENT

_____ A clerical position for ISD 271, will provide services to the TESA program provided by ISD 917 for the 2025-2026, 2026-2027, and 2027-2028 school years.

_____ The clerk is entitled to all salary and benefits as described in the master agreement between ISD 271 and The Association of Bloomington Clerical and is subject to the policies, regulations, benefits, and laws applicable to School Board employees.

_____ A health associate position for ISD 271, will provide services to the TESA program provided by ISD 917 for the 2025-2026, 2026-2027, and 2027-2028 school years.

_____ The health associate is entitled to all salary and benefits as described in the master agreement between ISD 271 and Health Services-Bloomington Federation of Teachers and is subject to the policies, regulations, benefits, and laws applicable to School Board employees.

_____ In the event that ISD 917 has not secured employment with an appropriately licensed special education teacher by July 30th prior to the start of the upcoming school year, ISD 271 will provide a special education teacher the TESA program In the event that ISD 271 employs a licensed special education teacher the individual will be employed for one

school year and the position will be reopened for ISD 917 to employ a licensed special education teacher for the following school year.

_____ The special education teacher, if hired by ISD 271, is entitled to all salary and benefits as described in the master agreement between ISD 271 and the Bloomington Federation of Teachers and is subject to the policies, regulations, benefits, and laws applicable to School Board employees.

2. REIMBURSEMENT OF SALARY AND BENEFITS

The parties agree that, during the term of this Agreement, ISD 917 will reimburse ISD 271 costs of salary and benefits on a prorated basis given student enrollment in each districts' respective transition program for the clerical position, and health associate position. ISD 917 agrees to remit payment in two equal installments payable on or about January 15, and June 15 based on billing from ISD 271.

In the event that ISD 271 employs a special education teacher for the TESA program the parties agree that, during the term of the school year in which the teacher is hired, ISD 917 will reimburse ISD 271 the full cost of salary and benefits. ISD 271 agrees to remit payment in two equal installments payable mid-year and prior to June 15 based on billing from ISD 271.

Additional compensation for professional development paid hourly at the employee's hourly rate will be billed by ISD 271 to ISD 917 separately. In addition, mileage paid at the federal mileage rate incurred by the employee will be billed by ISD 271 to ISD 917 separately.

Cost for substitutes for the special education teacher will be incurred by and paid for by ISD 917 directly.

3. INSTRUCTIONAL SPACE, FURNITURE, EQUIPMENT, SUPPLIES:

ISD 917 will provide instructional services to students in mutually agreeable, designated instructional space at ISD 271's leased premises. ISD 271 will be responsible for cleaning and maintaining the instructional space. ISD 917 will be responsible for payment of CAM costs will be prorated based on square footage occupied by the TESA program. CAM costs average \$3.15 per sq. The total square footage that ISD 917 occupies is approximately 8,516 sq. feet. CAM charges for this area will be determined annually and charged back to ISD 917 by June 15 each year.

ISD 271 will allow ISD 917s employees to access its premises, furnishings, equipment and supplies as reasonably necessary for instructional purposes.

ISD 917 employees will be issued keys/passcards to access the premises. Issued keys and/or passcards will be returned immediately if a staff member resigns or is terminated from their position. ISD 917 employees will receive U.S postal and in-district mail at the ISD 271 site.

ISD 917's employees may bring equipment and supplies into ISD 271's premises, and ISD 271 will provide reasonable access to storage space on-site as may be needed for storage of equipment and supplies. ISD 917 will have access to the school vans and wheelchair van associated with the ISD 271 transition program. ISD 917 will follow the pre/post maintenance procedure checks as outlined by ISD 271. ISD 917 will be responsible for payment of costs for van usage determined by total miles logged using the daily log sheets, on an annual basis, not later than June 15. In the event ISD 271 faces eviction or other removal from its premises, ISD 271 will give the ISD 917's employees immediate access to the premises to allow ISD 917 to retrieve its equipment and supplies.

4. LIABILITY AND INSURANCE

ISD 917 assumes liability for the acts and omissions of its employees, but does not assume any liability for the acts or omissions of the employees, agents and assigns of ISD 271. ISD 917 and ISD 271 agree that they will at all times during the term of the Agreement, have and keep in force a liability policy that names the other as an additional insured. Limits will include one million dollars (\$1,000,000.00) for each occurrence with two million dollars (\$2,000,000.00) aggregate. Each agrees to provide a Certificate of Insurance to the other upon request. Both parties also need to show proof of workers compensation insurance, Umbrella coverage and School Leaders Legal Liability for their employees. Each district will carry Commercial Auto coverage, ISD 917, will carry Hired/Non-Owned Auto Liability for any exposures not associated with the vehicles borrowed from ISD 271.

ISD 271 will be responsible for insuring vehicles used both transporting students to school and to programming during the school day.

5. PERSONNEL

ISD 917 and ISD 271 hereby acknowledge and agree that ISD 271's employees are not employees of ISD 917, and that ISD 271's employees or its agents will have no authority to bind ISD 917 or otherwise incur liability on behalf of ISD 917 without the express written delegation of authority by ISD 917. ISD 917 shall have no obligation to provide any ISD 271 employee with benefits or privileges of any kind or nature including, without limitation, insurance benefits, pension benefits, worker's compensation benefits or any other benefits ISD 917 provides to its employees. ISD 271 has exclusive control

and the right to hire and discharge any of its employees rendering services under this Agreement. ISD 271 will be solely responsible for the payment of wages, taxes, and other related charges for services rendered under this Agreement by its employees.

6. CONFIDENTIALITY AND DATA PRACTICES

Minn. Stat. § 13.05, Subd. 11 applies to this Agreement. The Parties believe that data generated and maintained in the Transition Program are government data and are therefore subject to the Minnesota Government Data Practices Act or the federal Family Educational Rights and Privacy Act ("FERPA").

7. TERM, TERMINATION, OR MODIFICATION

The term of this Agreement shall be in full force and effect from July 1, 2025 until June 30, 2028. The School Board may extend this agreement on a year to year basis after June 30, 2025 with confirmation by December 31 of the prior year. If either School Board wishes to terminate the Agreement before June 30, 2028 it must be in writing and be received by December 31 of prior year. Either School Board can terminate this Agreement for any reason prior to June 30, 2028 by giving Notice to the other party on or before December 31 of any year. The termination will be effective as of June 30 of the following year and neither School Board will have any continuing obligations under this Agreement after the effective date of the termination. This Agreement may not be modified without the written and mutual consent of both School Boards.

8. CONTRACT ADMINISTRATION

The Agreement shall be administered on behalf of ISD 271 by the Superintendent or designee and shall be administered on behalf of ISD 917 by the superintendent or designee.

9. NOTICE

All notices or other communications required or permitted to be given under this Agreement must be in writing and will be deemed to have been given properly if delivered personally by hand or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the appropriate party at the following address or any other address that may be given in writing to the parties:

ISD 271: Jennifer McIntyre
Name of Executive Director of Student Services

1350 West 106th St
Address

Bloomington, MN, 55431
City, State, Zip

952-681-6503
Phone

952-681-6519
Fax

ISD 917: Melissa Schaller
Name of Executive Director of Student Services

14300 145th Street East
Address

Rosemount, MN 55068
City, State, Zip

651-423-8204
Phone

651-423-8776
Fax

10. GENERAL

This Agreement cannot be assigned by either party, except with the prior written consent of the other party. This Agreement shall be governed by and construed under the laws of the State of Minnesota. If any provision of this Agreement is invalid, illegal, or unenforceable under any applicable statute or rule of law, it is to that extent deemed omitted and the remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

IN WITNESS WHEREOF, the duly authorized officers or representatives of the parties have set their hands hereto on the dates indicated by their signatures.

Independent School District #271 Bloomington Public Schools

By: 
It's Chairperson

By: Nelly Korman
It's Clerk

Dated: June 23, 2025 School Board's Tax Identification Number: 41-6001463

Intermediate School District 917

By: _____
It's Chairperson

By: _____
It's Clerk

Dated: _____, 20____ School Board's Tax Identification Number: 41-0961008____
