

INDEPENDENT SCHOOL DISTRICT 271  
Bloomington, Minnesota

**REQUEST FOR SCHOOL BOARD ACTION**

DATE OF BOARD MEETING: January 9, 2017

SUBJECT: Revised Agreement with the City of Bloomington for the Volunteer Connection/Homework Connection Program

ORIGINATING DEPARTMENT: Learning Supports

APPROVAL OF ADMINISTRATIVE CABINET MEMBER: Andy Kubas  
Executive Director of Learning Supports

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**RESOLUTION FOR BOARD TO ADOPT:**

RESOLVED, that the School Board of Independent School District 271 approves the revised agreement between the City of Bloomington and Independent School District 271 for the Volunteer Connection/Homework Connection program. The term of the agreement is from January 12, 2017, through May 4, 2017.

**RECOMMENDATION OF SUPERINTENDENT:**

Approve.

**BACKGROUND:**

The agreement provides for the Homework Connection program to be located at Creekside Community Center one evening a week from 5:00 to 8:00 p.m. for the duration of the agreement. The Volunteer Connection office coordinates all Homework Connection programs and is responsible for the oversight of the program, paid staff and volunteers.

The original agreement was approved by the School Board on September 26, 2016. Since that time, the City has suggested a few minor changes.

The District's legal counsel and insurance carrier of record reviewed the agreement.

**AGREEMENT BETWEEN THE CITY OF BLOOMINGTON, MINNESOTA  
AND INDEPENDENT SCHOOL DISTRICT #271  
FOR HOMEWORK CONNECTION**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017 between the City of Bloomington, a Minnesota municipal corporation located at 1800 West Old Shakopee Road, Bloomington, Minnesota 55431 (hereinafter referred to as the "City"), and Independent School District #271, located at 1350 West 106<sup>th</sup> Street, Bloomington, Minnesota 55431 (hereinafter referred to as "School District").

**WITNESSETH**

**WHEREAS**, the City recognizes the need for priority services that focus on supporting families and extended families with low income, older adults, individuals who are homeless, multicultural communities, and individuals with disabilities and that have the characteristics of being community-based, culturally-relevant, focus on prevention and early intervention, build on strengths and resources of families and are results-oriented; and

**WHEREAS**, the City desires to support programs that offer community-based tutoring for students; and

**WHEREAS**, the School District, through its Homework Connection Program, represents that it has the professional expertise and capabilities to provide a free afterschool program to assist students to successfully complete homework assignments and reinforce classroom learning; and

**WHEREAS**, the City desires to have the School District locate their Homework Connection program at Creekside Community Center during the free evening meal program; and

**NOW, THEREFORE**, in consideration of the terms and conditions expressed herein, the parties agree as follows:

## **I. TERM OF AGREEMENT**

The term of this Agreement shall be from January 12, 2017, to May 4, 2017, subject to termination as provided in Article V.

## **II. DUTIES OF SCHOOL DISTRICT**

- A. The School District shall provide students free admission to the Homework Connection Program (hereinafter referred to as the "Program") at Creekside Community Center. The program will be offered one evening a week from 5:00 p.m. (five o'clock) to 8:00 p.m. (eight o'clock) from January 12, 2017, through May 4, 2017.
- B. All materials and supplies for learning sessions at the Program will be provided by the School District.
- C. The School District will be responsible for any and all property it brings to, or leaves at, Creekside Community Center. The School District shall not store confidential student information on site.
- D. The School District will provide one (1) paid staff person to oversee the Program and supervise Program volunteers located at Creekside Community Center. The School District shall be responsible for recruitment, screening, selection, training and supervision of Program volunteers.
- E. The School District will provide information on the evening meal program that occurs at Creekside Community Center to children and families participating in the Program.
- F. To the fullest extent allowed by law, the School District shall defend, indemnify and hold harmless the City, its officials, employees, volunteers and agents, from any and all claims, causes of action, lawsuits, damages, losses, or expenses, including attorney's fees, arising out of or resulting from the School District's (including its officials, agents or employees, and/or volunteers) performance of the duties required under this Agreement, provided that any such claim, damages, loss or expense is attributable to bodily injury, sickness, diseases or death or to injury to or destruction

of property including the loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission or willful misconduct of the School District, its officials, agents, employees and volunteers.

- G. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto for any purpose in any manner whatsoever. The School District and its staff are to be and shall remain an independent contractor with respect to all services performed under this Agreement.
- H. Payment of Subcontractors. The School District agrees that it must pay any subcontractor within ten (10) days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. The School District agrees that it must pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of one hundred dollars (\$100.00) or more is ten dollars (\$10.00). For an unpaid balance of less than one hundred dollars (\$100.00), the School District shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the School District must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.
- I. To the fullest extent allowed by law, the School District agrees to maintain the following insurance coverages, in an amount equal to, or greater than, the minimum limits described below. The School District will provide the City with a certificate of insurance evidencing such coverages prior to performing any duties included under the terms and conditions of this Agreement. The School District also agrees to keep a valid certificate of insurance on file, referencing these limits, throughout the entire term of this Agreement.
1. Commercial General Liability Insurance in the amount of at least \$1,500,000 per occurrence for bodily injury or death arising out of each occurrence, as well as \$1,500,000 per occurrence for property damage.

To meet the above requirements, the School District may use a combination of Commercial General Liability and Umbrella coverage, as long as the City approves such use and it is evidenced on the Certificate of Insurance naming the City as an additional insured on both policies. The Umbrella needs to be a following form coverage and provide a thirty (30) day notice of cancellation.

2. Workers' Compensation Insurance as required by Minnesota Statutes, Section 176.181, subdivision 2.
  3. Professional Liability Insurance in the amount of \$1,000,000 per occurrence.
  4. School Leaders Legal Liability. The School District agrees to maintain school leaders legal liability in at least the amount of \$1,000,000 during the term of this Agreement. The School District agrees to provide the City with a certificate of said insurance.
  5. The School District agrees to name the City as an additional insured on its Commercial General Liability policy, and to provide an endorsement of such status. In addition, the School District agrees to notify the City thirty (30) days prior to cancellation or a change in any of the aforementioned insurance policies. All insurance must be provided at the School District's expense and at no additional cost to the City.
  6. The School District assumes the sole risk of loss for any/all property left at Creekside Community Center including, but not limited to, supplies required for the Program.
- J. Adherence to City Policies. The School District agrees, as a condition of being awarded this Agreement, to require each of its agents, officers, employees, and/or volunteers to abide by the City of Bloomington's policies prohibiting sexual harassment, firearms and smoking, as well as all other reasonable work rules, safety rules or policies regulating the conduct of persons on City property at all times while

performing duties pursuant to this Agreement. The School District agrees and understands that a violation of any of these policies or rules constitutes a breach of contract and sufficient grounds for immediate termination of the Agreement by the City.

- K. The School District agrees that the City will own and have the right to use, reproduce and apply as it desires, any data, reports, analyses and materials which are collected or developed by the School District or anyone acting on behalf of the School District as a result of this Agreement.

### **III. DUTIES OF THE CITY**

- A. The City agrees to provide the Program meeting space at Creekside Community Center between the hours of 5:00 p.m. (five o'clock) to 8:00 p.m. (eight o'clock) one night per week from January 12, 2017, through May 4, 2017. Said meeting space is valued at THREE THOUSAND THREE HUNDRED NINETY AND NO/100<sup>TH</sup> DOLLARS (\$3,390.00).
- B. The City will provide to the School District one locked cabinet at Creekside Community Center to store supplies for the Program. Confidential student information and/or private data on students shall not be stored on site. The City is not responsible for items stored at Creekside Community Center and retains the right to access the cabinet.
- C. The City will provide the School District with information on the free evening meal program that occurs at Creekside Community Center.
- D. To the fullest extent allowed by law, the City shall defend, indemnify and hold harmless the School District, its officials, employees, volunteers and agents, from any and all claims, causes of action, lawsuits, damages, losses, or expenses, including attorney's fees, arising out of or resulting from the City's (including its officials, agents, employees, and/or volunteers) performance of the duties required under this Agreement, provided that any such claim, damages, loss or expense is attributable to bodily injury, sickness, diseases or death or to injury to or destruction of property

including the loss of use resulting therefrom and is caused by a negligent act or omission or willful misconduct of the City, including its officials, agents, employees, and/or volunteers.

#### IV. GENERAL PROVISIONS

- A. Entire Agreement. This Agreement represents the entire Agreement between the Contractor and the City and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof; and amendments, addenda, alterations, or modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties.
- B. Both parties agree to comply with the Minnesota State Human Rights Act, Minnesota Statutes, Chapter 363A, as amended.
- C. Americans with Disabilities Act and TTY Requirements. The School District agrees to comply with the Americans with Disabilities Act (“ADA”) including all applicable provisions of Title II – Public Services and in accordance with 28 C.F.R. Part 35 Subpart B – Section 35.130 of the U.S. Department of Justice Regulations, Section 504 of the Rehabilitation Act of 1973 (“Section 504”), and shall not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The School District agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the School District. To the fullest extent permitted by law, the City agrees to hold harmless and indemnify the School District from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the City. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities. The School District agrees to utilize their own text telephone or the Minnesota TTY Relay Service in order to comply with accessibility requirements. The City has designated

coordinators to facilitate compliance with the ADA, as required by Section 35.107 of the U.S. Department of Justice regulations, and to coordinate compliance with Section 504, as mandated by Section 8.53 of the U.S. Department of Housing and Urban Development regulations.

- D. Minnesota Government Data Practices Act. Both parties will comply with all applicable provisions of the Minnesota Government Data Practices Act, Chapter 13 of the Minnesota Statutes, as amended.
- E. Applicable Laws. This Agreement shall be interpreted using the laws of the State of Minnesota. Both parties agree to comply with all applicable local, state and federal laws, rules, regulations and ordinances in the performance of the duties of this Agreement.
- F. Assignment. This Agreement shall not be assignable except with the written consent of the City.
- G. Examination of Documents. The books, records, documents, and accounting procedures of both parties, relevant to this Agreement, are subject to examination by either party, and the legislative or state auditor as appropriate, pursuant to Minnesota Statutes, Section 16C.05, subdivision 5.
- H. Audit. The books, records, documents, and accounting procedures of the School District, relevant to this Agreement, are subject to examination by the City, and either the legislative or state auditor as appropriate, pursuant to Minnesota Statutes, Section 16C.05, subdivision 5.
- I. Mediation. Both parties agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to mediation. The mediation shall be conducted through the Conflict Resolution Center, 2101 Hennepin Avenue, Suite 100, Minneapolis, Minnesota 55405. The parties hereto shall decide whether mediation shall be binding or non-binding. If the parties cannot reach agreement, mediation shall be non-binding. In the event mediation is



unsuccessful, either party may exercise its legal or equitable remedies and may commence such action prior to the expiration of the applicable statute of limitations.

J. Severability. If any provision or term of this Agreement for any reason is declared invalid, illegal or unenforceable such decision shall not affect the validity of any remaining terms or conditions in this Agreement.

K. Signatory. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. In the event the School District did not authorize the Signatory to sign on its behalf, the Signatory agrees to assume responsibility for the duties and liability of the School District, as set forth herein, personally. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

## V. TERMINATION

Either party may terminate this Agreement for any reason upon giving thirty (30) days' advanced written notice to the other party.

The City reserves the right to cancel this Agreement at any time in event of default or violation by the School District of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.

[REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK.]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF BLOOMINGTON, MINNESOTA

DATED: \_\_\_\_\_ BY: \_\_\_\_\_

Its: \_\_\_\_\_

Reviewed and approved by the City Attorney.

\_\_\_\_\_  
City Attorney

INDEPENDENT SCHOOL DISTRICT #271

DATED: \_\_\_\_\_ BY: \_\_\_\_\_

Its: Chairperson, Board of Education