


INDEPENDENT SCHOOL DISTRICT 271
Bloomington, Minnesota

REQUEST FOR SCHOOL BOARD ACTION

DATE OF BOARD MEETING: October 23, 2017

SUBJECT: 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: Community Education

APPROVAL OF ADMINISTRATIVE CABINET MEMBER: Tamra Sieve 
Executive Director of Community Education

RESOLUTION FOR BOARD TO ADOPT:

RESOLVED, that the School Board of Independent School District 271 approves the Customized Training 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. The contract is effective October 30, 2017 through May 25, 2018.

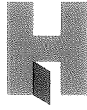
RECOMMENDATION OF SUPERINTENDENT:

Approve.

DETAILED BACKGROUND:

The Customized Training Income Contract allows Metro South to provide phlebotomy classes to adult students. Metro South will run two sessions of classes. The Fall session begins on October 30, 2017 and ends on January 29, 2018. Class will be held on Mondays and Wednesdays from 1:00 pm – 4:00 pm. The Spring session begins on February 2, 2018 and ends on May 25, 2018. Class will be held on Fridays from 9:45 am to 1:45 pm. All classes will be held at the Community Education Campus. Metro South agrees to pay a total cost of \$17,000.00.

The District's legal counsel has reviewed the attached agreement.



Hennepin Technical College™

CUSTOMIZED TRAINING SERVICES

**STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
HENNEPIN TECHNICAL COLLEGE
CUSTOMIZED TRAINING INCOME CONTRACT**

Contract #18078
Revised: October 10, 2017

THIS CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of between Hennepin Technical College (hereinafter "MnSCU") located at 9000 Brooklyn Blvd, Brooklyn Park, MN 55445, and **Independent School District No. 271 Hennepin County, Minnesota**, located at **1350 W 106th Street, Bloomington, MN 55431** (hereinafter "PURCHASER") agree as follows;

1. DUTIES OF MnSCU. MnSCU agrees to provide the following:

- a. Title of Instruction: Phlebotomy Technician
- b. Date (s) of Instruction: Fall Session is October 30, 2017 - January 29, 2018 with no classes December 18, 2017 through January 1, 2018. Fall classes are Mondays and Wednesdays from 1:00 p.m. to 4:00 p.m. Spring Session is February 2 - May 25, 2018 with no class on March 30, 2018. Spring class are Fridays from 9:45 a.m. to 1:45 p.m.
- c. Name of Instructor: Lisa Gunderson
- d. Location: Metro South ABE-Bloomington MN
- e. Other:
 - MnSCU retains ownership and rights to curriculum.
 - MnSCU will assist PURCHASER or individual students in making any internship placement official for purposes of CEU attainment or third party credential eligibility.
 - MnSCU will not be providing internships for students and does not guarantee placement at any clinical internship.
 - MnSCU will obtain and directly pay for background checks to a maximum of eighteen (18) students Session.

2. DUTIES OF THE PURCHASER. The PURCHASER agrees to:

- a. provide a roster of participants, maximum of eighteen (18) with an estimate of fifteen (15) per Session. Email to Vanessa.Roman@hennepintech.edu at least three (3) business days prior to start date.
- b. provide overhead projector and screen.
- c. provide all classroom supplies, handouts, textbooks and equipment
- d. obtain and directly pay for DHS Photo provider per student.
- e. make all contacts for training and services through MnSCU and will not employ the presenter/instructor directly for additional sessions.

3. SITE OF INSTRUCTION.

PURCHASER shall make all of the arrangements, including any payment, for the location to be used for the training.

4. CONSIDERATION AND TERMS OF PAYMENT.

a. Cost of Instruction: seventeen thousand dollars (\$17,000.00).

Other fees: N/A

Notwithstanding the thirty (30) day notice period established in paragraph 7, in the event that the PURCHASER desires to cancel or reschedule the instruction due to low enrollment, PURCHASER shall give at least five (5) days notice in writing to MnSCU'S authorized agent to cancel or reschedule. If the instruction is cancelled as provided herein, MnSCU shall be entitled to payment calculated according to paragraph 7. If the instruction is rescheduled as provided herein, payment shall be according to this paragraph 4.

b. Terms of payment. MnSCU will send an invoice for the instruction performed. The PURCHASER will pay within thirty (30) days of receiving the invoice. Please submit payment to: Hennepin Technical College, Attn: Business Office, 13100 College View Drive, Eden Prairie, MN 55347

5. AUTHORIZED AGENTS FOR THE PURPOSES OF THIS CONTRACT.

a. PURCHASER'S AUTHORIZED AGENTS:

Name: Kellie McGowan

Title: Director, Metro South Adult Basic Education

Address: 2575 West 88th Street, Bloomington, MN 55431

Phone: 952-681-6107

Fax:

E-Mail: kmcgowan@isd271.org

b. MnSCU'S AUTHORIZED AGENT:

Pauline Arnst, Director of Customized Training Services.

MnSCU'S CONTACT PERSON:

Name: Vanessa Roman

Phone: 763-488-2732

Fax: 763-488-2723

E-Mail: Vanessa.Roman@hennepintech.edu

6. TERM OF CONTRACT. This contract is effective on **10/30/2017** or upon the date the final required signature is obtained by MnSCU, whichever occurs later, and shall remain in effect until **5/30/2018** or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The PURCHASER understands that no work should begin under this contract until all required signatures have been obtained.

7. CANCELLATION. This contract may be cancelled by the PURCHASER or MnSCU at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, MnSCU shall be entitled to payment, determined on a pro rata basis, for work or Instruction/Activity/Service satisfactorily performed.

8. ASSIGNMENT. Neither the PURCHASER nor MnSCU shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.

9. LIABILITY. Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof.

The liability of Hennepin Technical College shall be governed by provisions of the Minnesota Torts Claims Act, Minnesota Statutes Section 3.732 and 3.736, et seq. and other applicable law.

10. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE. Both parties agree to be responsible for their actions pursuant to the applicable provisions of the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq. and regulations promulgated pursuant to it.

11. GOVERNMENT DATA PRACTICES ACT. Both parties must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data created, collected, received, stored, used, maintained, or disseminated by each party. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the PURCHASER or MnSCU.

In the event the PURCHASER receives a request to release the data referred to in this clause, the PURCHASER must immediately notify MnSCU. MnSCU will give the PURCHASER instructions concerning the release of the data to the requesting party before the data is released.

12. RIGHTS IN ORIGINAL MATERIALS. MnSCU shall own all rights, including all intellectual property rights, in all original materials, including any curriculum materials, inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically or magnetically recorded materials, and other work in whatever form, developed by MnSCU and its employees individually or jointly with others or any subcontractor in the performance of its obligations under this contract. This provision shall not apply to the following materials: N/A

13. JURISDICTION AND VENUE. This contract, and amendments and supplements thereto, 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.

14. OTHER PROVISIONS. (Attach additional page(s) if necessary): None.

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

**1. MINNESOTA STATE COLLEGES AND UNIVERSITIES
HENNEPIN TECHNICAL COLLEGE**

By: _____
(authorized signature)

Title: Director of Customized Training Services

Date: _____

**2. INDEPENDENT SCHOOL DISTRICT NO. 271, HENNEPIN COUNTY, MINNESOTA
PURCHASER certifies that the appropriate person(s) have executed this contract on behalf of the
PURCHASER as required by applicable articles, by-laws, resolutions or ordinances.**

By: _____
(authorized signature)

Title: _____

Date: _____

By: _____
(authorized signature)

Title: _____

Date: _____