


INDEPENDENT SCHOOL DISTRICT 271
Bloomington, Minnesota

REQUEST FOR SCHOOL BOARD ACTION

DATE OF BOARD MEETING: June 10, 2019

SUBJECT: Standard Income Contract for Businesses
Requesting Workplace English as a Second
Language (WESL) Services

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 a standard income contract that can be used by Metro South Adult Basic Education (MSABE) for contracts with businesses or organizations requesting Workplace English as a Second Language (WESL) services. Be it further resolved, that the Adult Education Director and the Executive Director of Community Services be authorized as co-signers to execute such contracts when the payment due to the District is under \$5,000.

RECOMMENDATION OF SUPERINTENDENT:

Approve.

DETAILED BACKGROUND:

This resolution is updating resolutions that were originally submitted and approved by the School Board on October 7, 2002 and on September 28, 2015.

Given that WESL services to businesses are potential profit areas for MSABE, it is imperative that we develop a more efficient and timely process for responding to requests with a contract for service. A pre-approved standard income contract will allow MSABE to respond to clients in a consistent manner and within the guidelines established by the School Board and its legal advisory, without the delay of submitting each separate contract for review to the District's legal counsel, insurance carrier and the School Board. Income contracts identify the services that will be provided to the client and the fee the client is being charged for the provision of services. Community Education will provide the School Board with a quarterly status report of the businesses served and the income generated. The efficiency and effectiveness of the proposed process will be reviewed by Community Education administration on an annual basis.

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

**STANDARD INCOME CONTRACT FOR BUSINESSES
REQUESTING WORKPLACE ENGLISH AS
A SECOND LANGUAGE (WESL) SERVICES**

Independent School District 271, hereinafter termed "ISD 271" and _____, hereinafter termed "BUYER" agree as follows:

I. DUTIES OF ISD 271. ISD 271 agrees to provide the following:

Title of Instruction/Activity/Service:

Date(s) of Instruction/Activity/Service:

Instructor/Trainer/Consultant:

Location:

Other provisions:

II. DUTIES OF THE BUYER. The BUYER agrees to provide:

A. SITE OF INSTRUCTION/ACTIVITY SERVICE: shall make all of the arrangements, including any payment, for the location to be used for the Instruction/Activity/Service.

B. CONSIDERATION AND TERMS OF PAYMENT.

1. Cost.

Cost of Instruction/Activity/Service (total or per hour):

Other fees:

Notwithstanding the thirty (30) day notice period established in paragraph VII, in the event that the BUYER desires to cancel or reschedule the Instruction/Activity/Service due to low enrollment, BUYER shall give at least 30 days notice in writing to ISD 271. If the Instruction/Activity/Service is rescheduled as provided herein, payment shall be according to this paragraph II.

2. Terms of Payment. ISD 271 will send an invoice for the Instruction/Activity/Service performed. The BUYER will pay within 30 days of receiving the invoice. Please send payments to:

III. AUTHORIZED AGENTS FOR THE PURPOSES OF THIS CONTRACT.

A. BUYER'S authorized agent:

B. ISD 271's authorized agent:

IV. TERM OF CONTRACT.

A. Effective date:

B. End date or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first:

V. CANCELLATION. This contract may be canceled by the BUYER or ISD 271 at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, ISD 271 shall be entitled to payment, determined on a pro rata basis, for work or Instruction/Activity/Service satisfactorily performed.

VI. ASSIGNMENT. Neither the BUYER nor ISD 271 shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.

VII. LIABILITY. BUYER agrees to indemnify and save and hold ISD 271, its representatives and employees harmless from any and all claims or causes of action arising from the performance of this contract caused by the negligent, intentional or non-performing act of the BUYER, or the BUYER'S agents or employees.

VIII. DISCRIMINATION. The BUYER agrees that it will not discriminate against any person in violation of any state and federal laws, rule or ordinance, and will abide by all Federal, State or local laws in the performance hereof.

- IX. EXCEPTION. Nothing herein shall prohibit any person unconnected to BUYER from participation under this agreement provided that person pays his or her own cost equal to the cost assessed BUYERS herein. Such person shall also be given a "Tennessee Warning" by ISD 271.
- X. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE. The BUYER agrees that in fulfilling the duties of this contract, the BUYER is responsible for complying with the applicable provisions of the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq. and regulations promulgated pursuant to it and Section 504 of the Rehabilitation Act of 1973 as amended.
- XI. 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.
- XII. INDEPENDENT CONTRACTORS. The parties agree that they are independent contractors and nothing herein shall be construed in any manner as making or establishing the relationship of co-partners or as constituting either party as the agent, representative or employee of the other party.
- XIII. GOVERNMENT DATA PRACTICES ACT. The BUYER must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the ISD 271 in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the BUYER in accordance with this contract. The BUYER shall be bound by the provisions of said act to the same extent as ISD 271.
- a. In the event the BUYER receives a request to release the data referred to in this Article, the BUYER must immediately notify ISD 271. ISD 271 will give BUYER instructions concerning the release of the data to the requesting party before the data is released.
- XIV. RIGHTS IN ORIGINAL MATERIALS. ISD 271 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 ISD 271 and its employees individually or jointly with others or any subcontractor in the performance of its obligations under this contract.
- XV. 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 breach thereof, shall be in the state or federal court with competent jurisdiction in Hennepin County, Minnesota.

XVI. OTHER PROVISIONS.

1. Each participant sponsored by the BUYER shall be required to sign a "Tennessee Warning" and a Release of Information naming the BUYER as a recipient of personal information and data obtained by ISD 271 in the course of the program, allowing ISD 271 to share personal information and evaluation of each participant with the BUYER. This form will be furnished by ISD 271.

2. If the BUYER is an employer the BUYER shall keep in force Workers Compensation Insurance as required by law and general liability insurance with a minimum amount of \$1,000,000.00 per occurrence. A Certificate of Insurance will be provided to ISD 271 to show proof of coverage with a thirty day advance notice of cancellation.

(This provision may not be practicable if the contract is for a short term or minimum amount.)

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

APPROVED:

1. BUYER:

BUYER certifies that the appropriate person(s) have executed the contract on behalf of BUYER as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature)

Title

Date

2. Independent School District 271 (ISD 271)

By (authorized signature)

Title

Date

By (authorized signature)

Title

Date