


INDEPENDENT SCHOOL DISTRICT 271
Bloomington, Minnesota

REQUEST FOR SCHOOL BOARD ACTION

DATE OF BOARD MEETING: June 24, 2019

SUBJECT: 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

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 Carpentry instruction at the Bloomington Career and College Academy. The term of the contract is from September 3, 2019 through November 22, 2019, 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 Carpentry instruction at the Bloomington Career and College Academy (BCCA) during the 2019-20 school year. HTC will provide access to learning resources, select and assign an instructor with appropriate credentials to teach agreed upon course.

The District will provide a roster of participants, up to five (5), maximum of fifteen (15) with an estimate of ten (10). The district agrees to pay a total cost of \$20,110.00.

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



Hennepin Technical College

CUSTOMIZED TRAINING SERVICES

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

Contract #20002

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 271, Attn: Gary Kressin** located at **8800 Queen Avenue South, Suite 219, Bloomington, MN 55431** (hereinafter "PURCHASER") agree as follows;

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

- a. Title of Instruction: Carpentry for Bloomington Career & College Academy (BCCA)
- b. Date (s) of Instruction: District School days Monday – Friday, September 3 – November 22, 2019
12:36 p.m. – 2:37 p.m.
- c. Name of Instructor: Moke Eaglefeathers
- d. Location: Bloomington Career & College Academy Building

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

- a. provide a roster of participants, up to five (5), maximum of fifteen (15) with an estimate of ten (10). Email to Melanie.Wang@hennepintech.edu at least three (3) business days prior to start date.
- b. 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: twenty thousand one hundred ten dollars (\$20,110.00).

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 in October 2019. 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: Gary Kressin
Title: Bloomington Career & College Academy Director
Address: 8800 Queen Avenue South, Suite 219, Bloomington, MN 55431
Phone: 952-681-6133 Fax: E-Mail: gkressin@bloomington.k12.mn.us

b. MnSCU'S AUTHORIZED AGENT:

Matt Leaf, Associate Dean of Workforce and Continuing Education.

MnSCU'S CONTACT PERSON:

Name: Melanie Wang
Phone: 763-488-2457 Fax: 763-488-2723 E-Mail: Melanie.Wang@hennepintech.edu

- 6. TERM OF CONTRACT. This contract is effective on **9/3/2019** or upon the date the final required signature is obtained by MnSCU, whichever occurs later, and shall remain in effect until **11/22/2019** 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 COMPLIANCE (hereinafter "ADA"). 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 Section 13.08 apply to the release of the data referred to in this Article by either the PURCHASER or the 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. INDEPENDENT SCHOOL DISTRICT 271

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: _____

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

By: _____
(authorized signature)
 Title: Associate Dean of Workforce and Continuing Education
 Date: _____