

ADULT BASIC/LITERACY EDUCATION CONSORTIUM AGREEMENT

The Area Adult Learning Cooperative is made up of the school districts of Gibbon Fairfax Winthrop, Le Sueur-Henderson, St. Peter, Cleveland, Tri City United, Nicollet, Sibley East, Waseca, Janesville Waldorf Pemberton, Waterville Elysian-Morristown, and the law enforcement centers of Nicollet County and Le Sueur County.

This Agreement is effective July 1, 2020, by and between Independent School District #2397, as fiscal agent for the Area Adult Learning Cooperative through its Community Education Department (hereafter referred to as Le Sueur-Henderson)

District or Agency Name: Waterville-Elysian-Morristown Schools

PURPOSE

The purpose of this Agreement is to provide for cooperation, coordination, and funding for an adult basic education skills and adult literacy program between the fiscal agent for the Area Adult Learning Cooperative and the participating members. As a participant in the program, each member shall have representation on the management team as noted in the Minnesota State Plan for Adult Education.

1. TERMS OF AGREEMENT

This Agreement shall commence on July 1, 2020, and terminate on June 30, 2021. This Agreement may be extended for additional periods of one year upon agreement of the parties.

2. SERVICES TO BE PROVIDED BY LE SUEUR-HENDERSON:

- a. Develop and execute the annual state and federal grant application for literacy funding so as to include the participating member.
- b. Develop and execute a service plan for educationally disadvantaged adults who conform to the client guidelines in the Minnesota State Plan for Adult Basic Education services, GED preparation classes, and literacy tutoring at a convenient location. The dimension of the program will be determined by the amount of state and federal grants, local cash match contribution, and in-kind match. The basic service plan will be developed by the fiscal agent with input from member agencies and districts prior to each year's grant application. Revisions necessary to meet the actual budget will be determined by the Area Adult Learning Cooperative Coordinator after consultation with the individual members.
- c. Monitor adherence to state and federal guidelines mandated in both regulation and funding application language.
- d. Design in-service programs or facilitate attendance at training programs for in-servicing teaching staff regarding the latest practices of adult literacy.
- e. Generate regular adult literacy in-service opportunities for local volunteer components.

- f. Meet with member representatives regularly to evaluate and assess ABE program effectiveness.
- g. Execute and administer this Agreement in accordance with the Minnesota State Plan for Adult Education, limitations imposed by the granting authority or enabling legislation, and the fiscal restraints imposed by those aforementioned entities in addition to the district/agency's financial limitations noted in Section 4 of this Agreement.
- h. Retain control of all grant funds and their disbursements. All costs will be processed through the financial records of the fiscal agent.
- i. Retain appropriate financial records and provide an auditable accounting of all expenditures for which district/agency funds were obtained and expended.
- j. Provide an initial billing to districts/agencies based upon members' annual contributions pursuant to the contracted Agreement. The final billing shall contain a tabulation of costs.

3. DISTRICTS/AGENCIES' RESPONSIBILITIES:

- a. Provide at no cost:
 - 1. Appropriate instructional classroom space, chosen in consultation with the Area Adult Learning Cooperative Coordinator. The district/agency shall be responsible for opening and closing the facility before and after each class session.
 - 2. Access to audio visual equipment and such computer equipment needed for the instruction of the adults in the program. All equipment purchased with consortium funds and being used at a specific site will remain the property of the consortium. Therefore, if a district/agency terminates its agreement with the consortium the equipment will be returned for redistribution.
 - 3. Space in the community education brochure/pamphlet to promote and inform citizens of the program dates, times, and content. Also, such other publicity as may be requested and can be generated through superintendents' letters, news stories, and/or community information media.
 - 4. Support of district community education director or agency representative in informing his/her advisory council, staff members and citizenry about the program activity.

4. DIRECT COST OF THE AGREEMENT

The cost of this Agreement for the district/agency is the amount listed here, **\$000.00**, unless there are inadequate funds during said fiscal year, in which case each member agrees to provide a fair share adjustment prorated on the basis of its share of the incurred deficit.

5. CONDITIONS OF THE PARTIES AND OBLIGATIONS

The parties to this Agreement understand and agree that:

- a. Each district/agency shall communicate all concerns with the Area Adult Learning Cooperative Coordinator for the purpose of providing better educational services for the adult students enrolled in the program. These

concerns shall not override the fiscal restraints imposed by funds available as provided by grants or by the district/agency.

- b. The Area Adult Learning Cooperative Coordinator agrees to communicate with the district/agency staff in matters relating to the program.
- c. The fiscal agent shall not be responsible for any expenditures relating to the Adult Basic/Literacy project incurred without specific written permission of the Area Adult Learning Cooperative Coordinator.
- d. All districts/agencies shall retain records of financial transactions that include payments made to the consortium or other monies relating to this Agreement.

6. HOLD HARMLESS

The district/agency agrees to defend, indemnify, and hold Independent School District #2397, its officers, and employees harmless from any liability, claims, damages, costs, judgments, or expenses including reasonable attorneys' fees resulting directly or indirectly from an act or omission of the district/agency, its agents, employees or contractors.

7. INSURANCE

The district/agency does further agree that in order to protect itself as well as Le Sueur-Henderson under the indemnity agreement provisions herein above set forth, it will at all times during the term of the Agreement provide insurance coverage in the following amounts: \$500,000 for property damage arising from one occurrence, \$500,000 for total bodily injuries and/or damages from one occurrence, and \$500,000 for total personal injuries and/or damages arising from one occurrence and \$1,000,000 for any number of claims arising out of a single occurrence.

8. AFFIRMATIVE ACTION POLICY

In accordance with Independent School District #2397 Affirmative Action policy, requirements for contract compliance, and the board of education policies against discrimination, no person shall be excluded from full employment rights or participation on the grounds of race, color, creed, religion, age, sex, handicap, or national origin; and no person shall be otherwise knowingly subjected to discrimination. District/agencies will furnish all information and reports required by Executive Order No. 11246 and Revised Order No. 4 and by the rules and regulations and orders of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

9. SUBCONTRACTING OR ASSIGNMENTS

The services under this Agreement shall not be subcontracted or assigned without the consent of Le Sueur-Henderson.

10. CONTRACTOR STATUS

Nothing is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as the agents, representative, or employee of district/agency for any purpose or in any

manner whatsoever. Le Sueur-Henderson is to be and shall remain an independent contractor with respect to all services performed under this Agreement. Le Sueur-Henderson represents that it has or will secure through program budget allocations the Area Adult Learning Cooperative Coordinator and all personnel required to perform services under this Agreement. Any and all personnel of Le Sueur-Henderson, or other persons, while engaged in the performance of any work or services required by Le Sueur-Henderson, under this Agreement, shall have no contractual relationship with the district/agency. Any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel, arising out of employment, alleged employment, including, without limitation, claims of discrimination against Le Sueur-Henderson, its officers, agents, contractors or employees shall not be the direct responsibility of the district/agency. Le Sueur-Henderson shall defend, indemnify and hold the district/agency, its officers, its agents and employees harmless from any and all claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Teachers employed by the consortium are not eligible to receive these benefits from the consortium: tenure rights, health insurance, sick and vacation leave, paid leaves of absence, emergency and child care leaves, disability and severance pay. Teachers are entitled, however, to statutory benefits, including Workers' Compensation, TRA/FICA, PERA, and unemployment. Le Sueur-Henderson may bill the affected district/agency for any statutory costs incurred.

11. MERGER AND MODIFICATION

- a. It is understood and agreed that the entire Agreement between parties contained herein and this Agreement superseded all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are the performance of the services provided by this contract and against all loss by reason of failure of the district/agency fully to perform in any respect all obligations under this contract.
- b. Any material alterations, variations, modifications, or waivers of provisions in this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the parties hereto. Le Sueur-Henderson, having signed this Agreement, and having duly approved this Agreement on and pursuant to such approval and the officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein set forth.

HAVING EXAMINED THE ABOVE AGREEMENT, we the undersigned affix our approval.

APPROVED:

1.


Community Education Director of Participating District or Designated Agency Representative

TITLE Community Education Director

DATE 10/30/2020

2.

School Board Chairperson/Agency Chairperson

TITLE _____

DATE _____

3.


Host District Fiscal Agency

TITLE LeSueur-Henderson ABE Coordinator

DATE 10/28/2020