

Browning Public Schools

Board Agenda Request

Meeting To Be Held: January 9, 2018



Recognition: ☐ Students ☐ Staff ☐ Parents
Information: ☐ Building Report ☐ Old Business ☐ Superintendent's Report
Action: ☐ Resignation ☐ Hiring ☐ Contract Service Agreements
☐ Travel Out-of-State ☒ Travel In State ☐ Approvals
☐ Termination ☐ Legal Matters ☐ Other:
This action request pertains to ☐ Elementary (only) ☒ High School/District Wide

Date: 1/3/17

To: **Board of Trustees**
Browning Public Schools

From: Corrina Guardipee-Hall
Title: Superintendent

Subject: In state travel:

Description: Professional/Technical Services Contract with State of Minnesota ; Minnesota State colleges and Universities.

Financial Impact: \$0

Funding Source (Budget/grant, etc.): na

Attachment(s): Professional/Technical Contract Service Agreement

Approval: Superintendent's Office/Finance/Personnel as applicable (Initial) _____

Comments: _____

Board Action: ☐ N/A (Info) ☐ Approved ☐ Denied ☐ Tabled to: _____

12/28/2017

Browning Public Schools Mail - Nano-tech

From: Joe Jessepe <joej@bps.k12.mt.us>
To: Deb Newberry <dmnewberry2001@yahoo.com>
Sent: Monday, August 7, 2017 11:08 AM
Subject: Nano-tech

Would you still be willing to come out again. I am trying to do some things with Noel Stewar at BCC. This time maybe more than 1 day, so you could see Glacier Natl. Park.

Joe Jessepe Pre-College Advisor

Joe Jessepe <joej@bps.k12.mt.us> Tue, Aug 8, 2017 at 9:03 AM
To: Deb Newberry <dmnewberry2001@yahoo.com>, Leo Bird <Leob@bps.k12.mt.us>, Noel Stewart <noel.s@bfcc.edu>, Melody Small <melodys@bps.k12.mt.us>

I am all in on this!! I will send this around to a few people who may be able to assist. I have my yearly back to school meeting and training with my program in Helena next week and will run it by my director, also.

Joe Jessepe Pre-College Advisor
[Quoted text hidden]

Deb Newberry <dmnewberry2001@yahoo.com> Tue, Aug 8, 2017 at 9:30 AM
Reply-To: Deb Newberry <dmnewberry2001@yahoo.com>
To: Joe Jessepe <joej@bps.k12.mt.us>
Cc: Billie Copley <billie.copley@dtcc.edu>, Leo Bird <leob@bps.k12.mt.us>

Joe,

So glad we can get this going.... please remember -- NONE of the activities that I have proposed and definitely want to do will cost you anything....

Nano-Link covers all of our travel, hotel, meal, rental car etc. costs --- we will buy lunch for the educator workshop, we will provide all of the materials, we will pay mileage for educators to attend the workshop who are greater than 35 miles or so away.

SO these events should cost BHS and BCC ZERO -- except for providing a facility..... your Director needs to know this.

Looking forward to working with you --- Deb

Deb Newberry
Chair, DCTC Nanoscience Program
Director/PI, Nano-Link: Center for Nanotechnology Education
deb.newberry@dtcc.edu
dmnewberry2001@yahoo.com
Office: 651.423.8328
Cell: 952.270.9264

From: Joe Jessepe <joej@bps.k12.mt.us>
To: Deb Newberry <dmnewberry2001@yahoo.com>; Leo Bird <Leob@bps.k12.mt.us>; Noel Stewart <noel.s@bfcc.edu>; Melody Small <melodys@bps.k12.mt.us>
Sent: Tuesday, August 8, 2017 10:03 AM
Subject: Re: Nano-tech
[Quoted text hidden]

Joe Jessepe <joej@bps.k12.mt.us> Tue, Aug 8, 2017 at 1:29 PM
To: John Salois <johns@bps.k12.mt.us>, Billie Jo Juneau <BillieJoJ@bps.k12.mt.us>



Minnesota
STATE COLLEGES
& UNIVERSITIES

P.O. Number _____

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
DAKOTA COUNTY TECHNICAL COLLEGE

PROFESSIONAL/TECHNICAL SERVICES CONTRACT

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 *Dakota County Technical College* (hereinafter MnSCU), and Browning Public Schools, P.O. Box 809, Browning MT, 59417, an independent contractor, not an employee of the State of Minnesota (hereinafter CONTRACTOR).

WHEREAS, MnSCU, pursuant to Minnesota Statutes Chapter 136F, is empowered to procure from time to time certain professional/technical services, and

WHEREAS, MnSCU is in need of professional/technical services, and

WHEREAS, the CONTRACTOR represents it is duly qualified and willing to perform the services set forth in this contract and

NOW, THEREFORE, it is agreed:

1. **TERM OF CONTRACT.** This contract is effective on December 30, 2017 or upon the date the final required signature is obtained by MnSCU, whichever occurs later, and shall remain in effect until *June 30, 2018* or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by MnSCU's authorized representative.

2. **CONTRACTOR'S DUTIES.** The CONTRACTOR will:

The CONTRACTOR tasks are as defined below. Approval to add additional tasks with associated hours and dollars is required. A description of the task, justification and estimated number of hours is to be sent to the Program Director, D. Newberry. Travel beyond the specified terms requires approval by D. Newberry. Upon approval of the additional task and agreed to hours and associated dollars, this contract may be amended and the work performed.

Category	Task Description	Date	Requirements	Dollars	Total (Approx)
Conferences and Meetings					
	Nano-Link Annual Conference	Mar 23-24 2018	– faculty and up to 10 students	\$800.00/faculty release time \$50.00/student for food purchase	\$2100.00

				during travel time	
	Nano-Link Partner and Affiliate meeting	Feb. 17-19 2018	2 faculty and/or 1 admin and faculty Attendance by 1 person required	\$800.00/faculty	\$1200.00
	NVC National Visiting Committee	May 2018	Preparation and Participation		\$1200.00
Host an educator workshop			Provide a facility and 10 or more educators to participate in a Nano-Link staff (DN) led 6 to 8 hour workshop. Nano-Link Center covers all costs including mileage except facility	\$500.00	\$500.00
Educational Content	Use and assess Nano-Link educational content		Course and/or modules (min. of 4) Written report to PI		\$1000.00
Total					\$6,000.00

3. CONSIDERATION AND TERMS OF PAYMENT.

- a. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by MnSCU as follows:
 - i. Compensation of up to six thousand dollars (\$6,000.00) based on successful completion of tasks.
 - ii. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the CONTRACTOR in performance of this contract in an amount not to exceed ten thousand dollars (\$10,000.00) provided that CONTRACTOR shall be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than

provided in the current "Commissioner's Plan" promulgated by the Commissioner of Employee Relations attached hereto (Attachment A). The CONTRACTOR shall not be reimbursed for additional travel and subsistence expenses beyond the task matrix unless approved by Program Director, D. Newberry.

- iii. The total obligation of MnSCU for all compensation and reimbursement to the CONTRACTOR shall not exceed *sixteen thousand dollars (\$16,000.00)*.

b. Terms of Payment.

- i. Payment shall be made by MnSCU promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by MnSCU's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of MnSCU, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by MnSCU to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR according to the following schedule:

Payable upon submission of quarterly invoices and approval by D. Newberry based upon task matrix description. Net 45 days.

- ii. *N/A*

- iii. Nonresident Aliens. Pursuant to 26 U.S.C. §1441, MnSCU is required to withhold certain federal income taxes on the gross compensation paid to nonresident aliens, as defined by Internal Revenue Code §7701(b). MnSCU will withhold all required taxes unless and until CONTRACTOR submits documentation required by the Internal Revenue Service indicating that CONTRACTOR is a resident of a country with tax treaty benefits. MnSCU makes no representations regarding whether or to what extent tax treaty benefits are available to CONTRACTOR. To the extent that MnSCU does not withhold these taxes for any reason, CONTRACTOR agrees to indemnify and hold MnSCU harmless for any taxes owed and any interest or penalties assessed.

- iv. Entertainers. Pursuant to Minnesota Statutes 290.9201, MnSCU is required to withhold a two percent (2%) tax on the gross compensation, including reimbursable expenses, paid to non-Minnesota entertainers for any performance in Minnesota.

4. AUTHORIZED REPRESENTATIVES. All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

- a. MnSCU's authorized representative for the purpose of administration of this contract is:

*Name: Mike Opp
Address: 1300 145th Street East, Rosemount, MN 55068
Telephone: 651.423.8319
E-Mail: nano-linkleadership@dctc.edu
Fax: 651.423.8547*

Such representative shall have final authority for acceptance of the CONTRACTOR'S services and, if such services are accepted as satisfactory, shall so certify on each invoice presented pursuant to Clause 3, paragraph b.

- b. The CONTRACTOR'S authorized representative for the purpose of administration of this contract is:

Name: Joseph T. Jessepe
Your name here and information
Address: P.O. Box 36
Telephone: 406-845-9035
E-Mail: joej@bhs.k12.mt.us

5. **CANCELLATION AND TERMINATION.**

- a. This contract may be canceled by MnSCU at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- b. **Termination for Insufficient Funding.** MnSCU may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of MnSCU receiving notice that sufficient funding is not available. MnSCU is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. MnSCU will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

6. **ASSIGNMENT.** The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of MnSCU.

7. **LIABILITY.** The CONTRACTOR shall indemnify, save, and hold MnSCU, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by MnSCU, arising from the performance of this contract by the CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for MnSCU's failure to fulfill its obligations pursuant to this contract.

8. **WORKERS' COMPENSATION.** The CONTRACTOR certifies it is in compliance with Minnesota Statutes §176.181, subd. 2 pertaining to workers' compensation insurance coverage. The CONTRACTOR'S employees and agents will not be considered MnSCU employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way MnSCU's obligation or responsibility.

9. **PUBLICITY.** Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others, or any subcontractors shall identify MnSCU as the sponsoring agency and shall not be released prior to receiving the approval of MnSCU's authorized representative.

10. **MINNESOTA STATUTES §181.59.**

The Contractor will comply with the provisions of Minnesota Statutes §181.59 which require:

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason or race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of

misdeemeanor; and (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

11. **DATA DISCLOSURE.**

- a. As a condition of this contract, CONTRACTOR is required by Minn. Stat. §270C.65 to provide a social security number, a federal tax identification number or Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment of state obligations. Supplying these numbers could result in action to require CONTRACTOR to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided.
- b. Independent Contractors. Minn. Stat. §256.998 requires MnSCU to report the name, address and social security number of independent contractors to the New Hire Reporting Center of the Minnesota Department of Human Services unless this Contract is for less than two months in duration with gross earnings of less than \$250.00 per month. This information may be used by state or local child support enforcement authorities in the enforcement of state and federal child support laws.

12. **GOVERNMENT DATA PRACTICES ACT.** The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The CONTRACTOR and MnSCU must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MnSCU in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or MnSCU.

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

13. **OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.**

- a. MnSCU shall own all rights, title and interest in all of the materials conceived or created by the CONTRACTOR, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, created and paid for under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter MATERIALS).

The CONTRACTOR hereby assigns to MnSCU all rights, title and interest to the MATERIALS. The CONTRACTOR shall, upon request of MnSCU, execute all papers and perform all other acts necessary to assist MnSCU to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the CONTRACTOR, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to MnSCU by the CONTRACTOR, its employees and any subcontractors, and the CONTRACTOR shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the CONTRACTOR'S obligations under this contract without the prior written consent of MnSCU's authorized representative.

- b. The CONTRACTOR represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR shall indemnify and defend, to the extent permitted by the Attorney General, MnSCU at the CONTRACTOR'S expense from any action or claim brought against MnSCU to the extent that it is

based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in the CONTRACTOR'S or MnSCU's opinion is likely to arise, the CONTRACTOR shall, at MnSCU's discretion, either procure for MnSCU the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

14. **ANTITRUST.** The CONTRACTOR hereby assigns to the State of Minnesota any and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.
15. **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 Ramsey County, Minnesota.
16. **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.
17. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by MnSCU and the Legislative Auditor for a minimum of six (6) years from the end of the contract.
18. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: Liability; Publicity; Data Disclosure; Government Data Practices Act; Ownership Of Materials and Intellectual Property Rights; Jurisdiction and Venue; and State Audits.
19. **AFFIRMATIVE ACTION REQUIREMENTS FOR CONTRACTS IN EXCESS OF \$100,000.00 AND THE CONTRACTOR HAS MORE THAN 40 FULL-TIME EMPLOYEES IN MINNESOTA OR ITS PRINCIPAL PLACE OF BUSINESS.** N/A
20. **EQUAL PAY CERTIFICATION REQUIREMENTS FOR CONTRACTS IN EXCESS OF \$500,000.00 AND THE CONTRACTOR HAS MORE THAN 40 FULL-TIME EMPLOYEES IN MINNESOTA OR ITS PRIMARY PLACE OF BUSINESS.** N/A
21. **PAYMENT CARD INDUSTRY DATA SECURITY.** N/A
22. **ENTIRE AGREEMENT.** This Contract represents the entire agreement between the parties and supersedes any previous discussions or agreements, either verbal or written that occurred between the parties. This Contract may not be amended except by written agreement signed by the parties hereto. In the event of any conflict or inconsistency between this Contract and any riders, exhibits, addenda, or other document incorporated herein, this Contract shall govern.
23. **OTHER PROVISIONS.** NONE.

The rest of this page intentionally left blank. Signature page to follow.

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

1. CONTRACTOR:

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

By (authorized signature and printed name)
Title
Date

By (authorized signature and printed name)
Title
Date

2. VERIFIED AS TO ENCUMBRANCE:

Employee certifies that funds have been encumbered as required by Minnesota Statutes §16A.15.

By (authorized signature and printed name)
Title
Date

**3. MINNESOTA STATE COLLEGES AND UNIVERSITIES
DAKOTA COUNTY TECHNICAL COLLEGE**

By (authorized signature and printed name)
Title
Date

4. AS TO FORM AND EXECUTION:

By (authorized signature and printed name)
Title
Date

Commissioner's Plan – Expense Reimbursement:

Attachment A

Reimbursable expenses may include, but are not limited to, the following:

Commercial transportation (air, taxi, rental car, etc.) provided that no air transportation shall be by first class unless authorized by an Appointing Authority; and that reimbursement for travel which includes more than one destination visited for State purposes and non-State purposes shall be in an amount equal to the cost of the airfare only to those destinations visited for State purposes.

Meals including tax and a reasonable gratuity. Employees shall be reimbursed for meals under the following conditions:

Breakfast. Breakfast reimbursements may be claimed if the employee leaves his/her temporary or permanent work location before 6:00 a.m. or is away from home overnight.

Lunch. Lunch reimbursements may be claimed if the employee is in travel status more than thirty-five (35) miles away from his/her temporary or permanent work location or is away from home overnight.

Dinner. Dinner reimbursements may be claimed only if the employee is away from his/her temporary or permanent work location until after 7:00 p.m. or is away from home overnight.

Reimbursement Amount. Except for the metropolitan areas listed below, the maximum reimbursement for meals including tax and gratuity shall be:

Breakfast \$9.00

Lunch \$11.00

Dinner \$16.00

For the following metropolitan areas and any location outside the forty-eight (48) contiguous United States, the maximum reimbursement shall be:

Breakfast \$11.00

Lunch \$13.00

Dinner \$20.00

The metropolitan areas are: Atlanta, Baltimore, Boston, Chicago, Cleveland, Dallas/Fort Worth, Denver, Detroit, Hartford, Houston, Kansas City, Los Angeles, Miami, New Orleans, New York City, Philadelphia, Portland Oregon, St. Louis, San Diego, San Francisco, Seattle, Washington D.C.

The higher meal reimbursement rates also include any location outside the forty-eight (48) contiguous United States.

Employees who are in travel status for two (2) or more consecutive meals shall be reimbursed for the actual costs of the meals including tax and a reasonable gratuity, up to the combined maximum amount for the reimbursable meals.

Hotel and motel accommodations provided that employees exercise good judgment in incurring lodging costs and that charges are reasonable and consistent with the facilities available.

Reasonable costs and gratuities for baggage handling.

Parking fees and toll charges.

Receipts. The Appointing Authority may require receipts for any reimbursement requested by an employee under the provision of this or any other chapter in this Plan.