


INDEPENDENT SCHOOL DISTRICT 271
Bloomington, Minnesota

REQUEST FOR SCHOOL BOARD ACTION

DATE OF BOARD MEETING: June 25, 2018

SUBJECT: Agreement Between A+ Driving School 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 renewing the agreement with A+ Driving School to provide classroom and behind-the-wheel driving instruction to students in the Bloomington area. The term of this agreement is from June 25, 2018 to December 31, 2019.

RECOMMENDATION OF SUPERINTENDENT:

Approve. 

DETAILED BACKGROUND:

The original agreement with A+ Driving School was approved by the School Board on February 25, 2014 and renewed in 2016. A+ Driving School will provide ISD #271 with qualified drivers education instructors for both after school classroom instruction and behind the wheel lessons. The district will provide registration and deposit collection services for both behind the wheel and classroom instruction. The district will retain the deposit and A+ will collect and retain the remainder of the fee from the student. All vehicles, maintenance, gas and insurance costs will be the responsibility of A+ Driving School.

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

DRIVER EDUCATION AGREEMENT

District: Independent School District #271
1350 West 106th Street
Bloomington, MN 55431

Contractor: A+ Driving School
20908 Holyoke Avenue
Lakeville, MN 55044

A. Contracted Services – The Contractor agrees to provide the District:

1. Qualified licensed driver education instructors and behind-the-wheel instructors to teach driver education instruction including ten three-hour classroom sessions and three two-hour behind-the-wheel lessons to each student enrolled.
2. Ongoing training, supervision and evaluation of instructors throughout the term of this Agreement.
3. All classroom materials and instructional materials, including a current Minnesota Driver's Manual and related curriculum for each student at no additional charge.
4. Safe, well-maintained cars for behind-the-wheel instruction
5. Online and telephone scheduling for behind-the-wheel
6. Home, school or work pickup and drop off for students within the District's boundaries
7. Posters, brochures, and direct mail marketing pieces as outlined below
8. Evidence of customer satisfaction for annual review by the District.

B. District Obligations

1. District will provide well-maintained classrooms at District sites accommodating 30 or more students, internet connection and projection screen.
2. Registration link on District's Community Education webpage and ELEYO website.
3. Provide student roster to instructor at the beginning of each class.
4. Distribution of marketing materials provided by A+ Driving School naming them as the District's exclusive driver education provider.
5. District will provide registration and deposit collection services for behind-the wheel only training and the classroom with behind-the-wheel training.

C. Fee Schedule

A fee of \$395 for classroom and behind-the-wheel training with a \$70 deposit payable upon registration to the district. A fee of \$295 for behind the wheel only with a \$35 deposit payable upon registration payable to the district. Contractor will be responsible for collecting the remainder of the fee from the student.

D. Class Schedule

The District will establish the class schedule each season in collaboration with Contractor, and in conjunction with the District calendar. Classes generally will have a minimum of 5 students and a maximum of 30 students, although exceptions may be made when both parties are in agreement. The District reserves the right to cancel a class due to low enrollment, students already registered will be moved to a different class session or their fees will be reimbursed.

E. Marketing

The District will develop and implement a marketing plan with Contractor, including in school, catalog, community events and direct mail marketing. Contractor agrees to pay for the cost of printing brochures and posters as well as direct mailings.

F. Customer Service

Contractor agrees to provide behind-the-wheel scheduling support for students and parents via telephone, email and online. Parent information will be given at the beginning and end of the classroom instruction.

G. Insurance

Contractor shall at all times during the term of this Agreement keep in force insurance coverage of not less than: General liability, automobile liability - \$1,000,000 for individual occurrences, \$2,000,000 general aggregate. Workers compensation/employers' liability coverage and excess/umbrella coverage with a \$2,000,000 umbrella limit. An annual surety bond of no less the \$30,000, as required by the State of Minnesota. Contractor shall furnish the District with original Certificate of Insurance listing District as additional insured in all coverage except for Worker's Compensation coverage.

H. Bond

In addition to the general surety bond required by the State of Minnesota, Contractor shall at all times during the term of this Agreement maintain and keep in force an additional \$30,000 surety bond in order to provide reimbursement to students and/or parents in the district in the event that the Contractor's drivers education program ceases to function and fails to provide or complete instruction as provided in the Agreement. The bond must be undertaken by a reputable company authorized to do business in Minnesota. Contractor shall furnish satisfactory evidence of coverage to District.

I. Indemnification

Contractor agrees to indemnify and hold harmless District, its employees and officers, from any and all liability, loss, cost, damages, and expenses including but not limited to property damage and personal injury, including death, which arise in connection with Contractor's performance of the Agreement or in connection with any acts or omissions of Contractors employees. The District agrees to indemnify and hold harmless contractor and it's employees, officers, and agents from any and all liability, loss and cost, damages and expenses including but not limited to property damage and personal injury, including death, which arise in connection with Districts performance of the Agreement or in connection with any acts of omission of District's employees.

J. Liability

Employees of Contractor and all other persons engaged by Contractor in the performance of any work or services required, volunteered, or provided for herein to be performed by Contractor shall not be considered employees of District and any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged in any of the work or services provided to be rendered herein, shall in no way be the obligation or responsibility of District, and other person engaged by the District in performance of any work or services required or provided for herein to be performed by the District shall not be considered employees of Contractor, and any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees are so engaged in any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of Contractor.

K. Release and Ownership

No data may be released by Contractor to a third party without the express consent of a District representative as indicated below, including media relations. Ownership of all data prepared for by District, whether having commercial value or not, shall remain with the District.

L. Terms of Agreement

Notwithstanding the date of the signature of the parties to the Agreement, upon acceptance by all parties, this Agreement shall be deemed to be effective upon signature of all parties and shall remain in effect until December 31, 2019, unless earlier terminated by either party, with or without cause, upon 5 days' prior written notice or as otherwise provided in this Agreement.

M. Default

If Contractor or District fails to perform any of the provisions of the Agreement or so fails to administer the work as to endanger the performance of this Agreement, this shall constitute default. Unless the party in default is excused by the other party, the non-defaulting party may upon written notice immediately cancel the Agreement in its entirety.

N. Subcontractors

Contractor shall not enter into any subcontractor for performance of any services contemplated under this Agreement nor assign any interest in the Agreement without prior written approval of District and subject to such conditions and provisions as the District may deem necessary. Contractor shall be responsible for the performance of all subcontractors.

O. Authorized Representatives

The parties to this Agreement shall appoint an authorized representative for the purpose of administration of this Agreement.

The authorized representative of the District is:

Tamra Sieve
Executive Director of Community Education
2575 W. 88th Street, Suite 200
Bloomington, MN 55431

The authorized representative of the Contractor is:
Ann or Dan Flood
20908 Holyoke Avenue
Lakeville, MN 55044

P. Amendments

Any amendments to this Agreement will be in writing and will be executed by the parties who executed the original Agreement or their successors.

Q. Entire Agreement

It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral Agreements and negotiations between the parties relating to the subject matter hereof as well as any previous Agreement presently in effect between the parties relating to the subject matter hereof.

In Witness whereof, the parties have caused this Agreement to be duly executed intending to be bound thereby.

A+ Driving School

Name

Date

Independent School District #271

Name

Date