

INDEPENDENT SCHOOL DISTRICT 271
Bloomington, Minnesota

REQUEST FOR SCHOOL BOARD ACTION

DATE OF BOARD MEETING: August 14, 2017

SUBJECT: Renewal of Letter of Agreement and License Agreement between Parents in Community Action, Inc. 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 Amendment No. 3 to the Letter of Agreement and License Agreement with Parents in Community Action, Inc. (PICA) originally approved by the board on January 12, 2015.

RECOMMENDATION OF SUPERINTENDENT:

Approve.

DETAILED BACKGROUND:

On January 12, 2015, the School Board approved a Letter of Agreement and License Agreement between PICA and Independent School District 271. The Agreements document an arrangement wherein the District has granted PICA the right to use classrooms in the Pond Family Learning Center. PICA operates one Early Head Start classroom and one Head Start classroom, which serves eligible children and their families in the communities of Bloomington and Richfield. Both parties are in favor of extending the terms of both agreements until August 31, 2018.

The District's legal counsel has reviewed the attached amendment.

AMENDMENT NO. 3 TO LETTER OF AGREEMENT AND LICENSE AGREEMENT

This Amendment No. 3 to Letter of Agreement and License Agreement (the “**Amendment**”) is made and entered into effective as of September 1, 2017 between Parents in Community Action, Inc., a Minnesota corporation (“**PICA**”), and Independent School District 271, a Minnesota municipal corporation (the “**District**”).

RECITALS

A. PICA and the District entered into a Letter of Agreement and a License Agreement, each effective as of January 13, 2015, an Amendment No. 1 to Letter of Agreement and License Agreement effective as of September 1, 2015, and an Amendment No. 2 to Letter of Agreement and License Agreement effective as of September 1, 2016 (the Letter of Agreement and the License Agreement, together with the Amendments, are referred to herein as the “**Agreement**” and the “**License**,” respectively). Any capitalized terms used and not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement or the License, as the case may be.

B. PICA and the District now desire to further amend the Agreement and the License, in accordance herewith.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, PICA and the District agree as follows:

1. Section 5 of the Agreement. Section 5 of the Agreement is superseded and replaced in its entirety as follows:

5. Term and Termination. The term of this Agreement commences on September 1, 2017 and expires on August 31, 2018 (the “**Term**”). Notwithstanding the foregoing, either party may terminate this Agreement as set forth in Section 5 of the License Agreement, and this Agreement shall automatically terminate upon the termination of the License Agreement. Upon expiration of the Term (if this Agreement is not terminated prior thereto), the parties will mutually agree on whether this Agreement will be renewed.

2. Section 5 of the License. Section 5 of the License is superseded and replaced in its entirety as follows:

5. Term and Termination. The term of this Agreement commences on September 1, 2017 and expires on August 31, 2018 (the “**Term**”). Notwithstanding the foregoing, either party may terminate this Agreement (a) for any reason or for no reason upon written notice to the other party; *provided, however*, that such termination shall not be effective until the date that is 45 days prior to the end of the Term, or (b) as permitted in Sections 11 or 15 of this Agreement. Upon expiration of the Term (if this Agreement is not terminated

prior thereto), the parties will mutually agree on whether this Agreement will be renewed.

3. Miscellaneous. Other than the provisions amended above, the terms of the Agreement and the License shall remain in full force and effect.

[Signature Page follows]

IN WITNESS WHEREOF, PICA and the District have executed this Amendment No. 3 to Letter of Agreement and License Agreement to be effective as of the date first written above.

Parents in Community Action, Inc.

Independent School District No. 271

By: _____
Its: _____

By: _____
Its: _____

GP:4827-7139-8731 v2