

AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of September 2015 by and between Independent School District #709, a public corporation, hereinafter called District, and Mary Ann Marchel an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: (insert as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 16, 2015, and shall remain in effect until June 16, 2016 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** (see attachment)
3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$36,000. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
4. **Requests for Reimbursement.** Contractor shall request reimbursement on a monthly basis. This invoice must be submitted within 10 days of the end of the month being billed for.
5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.
6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.
7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under

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the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Duluth Head Start, ISD 709, 2102 N. Blackman Avenue, Duluth, MN 55811. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 3929 Rockview Ct. Duluth, MN 55804.

9. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

10. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

11. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

12. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

13. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

14. **Insurance.** (If applicable)

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709

Chair

Clerk

Program Director

Director of Budget and Finance

CONTRACTOR

Name

Title

Taxpayer Identification Number

AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of September, 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and Mary Ann Marchel, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: (insert as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 8, 2015, and shall remain in effect until June 10, 2016, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Provide mental health consultative services for ISD 709 Duluth Early Childhood Family Education First Year Program. Scope of services to include observe children, consult with staff and parents as part of a collaborative team supporting families on a variety of mental health related issues.
3. **Background Check.** (Applies to contractors working independent with students)

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$4,500.00 at the rate of \$ 50.00 per hour. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any

item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Duluth Community Education, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail 3929 Rockview Ct.;
Duluth, MN 55804 (mailing address including Zip Code).

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

Mary Ann Marchel, Ph. D., LGSW,
IMH IV

Chair

Title

MA Marchel, 9/29/15

Clerk

Title



Program Director

Taxpayer Identification Number

WCHanson

9/30/15

Director of Business Service

Duluth Head Start Mental Health Services

The Purpose of Duluth Head Start Mental Health Services is to promote social and emotional learning and well being for children, families and staff.

Duluth Head Start Mental Health services and activities will:

- A. Support children in developing the capacity to
 - Form close and secure relationships
 - Experience, regulate and express emotions
 - Explore the environment and learn.
- B. Support families in their work of increasing their children's capacity for social/emotional learning.
- C. Support all staff in their work of increasing each child's capacity for social/emotional learning.

The goals of these services are to:

- A. Provide mental health services to all enrolled students.
 - Screen 100% of students with the Ages and Stages: Social/emotional Questionnaire
 - Identify all students who have elevated ASQ:SE scores, who have social/emotional/behavioral concerns in the classroom, and/or whose parents/caregivers have indicated a concern.
 - Provide professional social/emotional/behavioral observation for identified students by a mental health consultant.
 - Provide classroom resources and interventions as indicated.
- B. Provide supportive mental health services to families.
 - Share information on the development of social emotional skills.
 - Offer reflection opportunities for parents around the issues of parenting.
 - Provide consultation for meeting the social/emotional needs of their children.
 - Offer and facilitate referral to community resources.
- C. Provide supportive mental health services to staff.
 - Provide in-service training to enrich a social/emotional knowledge base.
 - Provide reflective consultation to assure quality services to children and families.
 - Do classroom observation in response to teacher and/or parent referral.
 - Provide consultation for individualized classroom intervention.
 - Provide coaching to implement individual intervention.

Organizational Mission

While mandated by Federal Standards, the definition of an organization's philosophy regarding social and emotional health requires specific attention and financial consideration by each organization. The social and emotional health mission should be a clear statement of the reason that services for social and emotional health exists – who is served, what is provided, and for what outcomes. Each component of the mission must be: informed by organizational definitions and values; supported at all levels of the organization; and fully integrated into program services.

Action Steps:

1. Engage in a process to develop an organizational mission statement (who, what and why) with regard to social and emotional health.
 - a. Support leadership in creating ownership and dedication to the social and emotional mission of the organization.
 - b. Provide opportunities for all staff to explore personal and professional reactions and understandings of mental health and mental health services.
 - c. Establish mental health needs of population served and employed.
 - d. Systematically establish range and type of services indicated by mission.
 - e. Establish global measurable outcomes associated with social/emotional mission statement.
2. Define services required to fulfill social/emotional health mission.
 - a. Define which services necessary to reach outcomes are to be administered within the program.
 - b. Create mental health service plan to actualize mission.
 - c. Evaluate the capacities of leadership and staff to fulfill elements of the mission.
 - d. Determine mentoring, supervision and training needs of leadership staff to fulfill elements of mission.
 - e. Establish measurable outcomes associated with social/emotional services with regard to mission statement.
3. Determine financial strategies and allocation of dollars necessary to reach social/emotional health mission.
 - a. Calculate the cost of mental health services to be provided within organization.
 - b. Determine partnerships, current and future, necessary to meet outcomes of mission statement.
 - c. Develop funding scenarios and grant applications necessary to meet in-house service options.
 - d. Create financial plan for evaluation.
4. Communicate social and emotional health mission to children, parents, staff and community.
 - a. Establish sustainable pathways for engaging staff and families and promoting social and emotional health mission.
 - b. Communicate directly to children, family and staff what to expect with regard to social and emotional health.

- c. Create protocol with regard to issues of confidentiality across all levels of service.

After developing the mission statement with actualization plan with associated measurable outcomes, the organization will be better able to determine the current and future capacities of organization in providing services: to children; parent-child dyads & families; and parents.

5. Evaluate services for parents and families that meet the SE mission.
 - a. Define SE outcomes for parents, families and parent-child dyads.
 - b. Distinguish between advocacy, parent education, mentoring, dyadic therapy, mental health consultation, and adult mental health treatment.
 - c. Determine adequacy of current services and staff capacities to meet stated mission and outcomes.
 - d. Consider integration of screening, diagnosis, and best-practice mental health services for common SE problems experienced by parents of young children (e.g. post-partum depression).
 - e. Develop protocol for referral and treatment
 - f. Consider integration of best-practice services to enhance success of parent-child relationships (Incredible Years for HS families; Parent-Infant therapy for EHS families).
 - g. Establish methods of communicating and sustaining services for parents, families and parent-child dyads.
 - 1.
6. Define mental health screening, assessment, diagnosis, and mental health treatment.
 - a. Distinguish between disability services, parent education, advocacy, mental health consultation, and mental health treatment services
 - b. Define SE outcomes for children
 - c. Create curriculum and classroom structure, which supports SE outcomes
 - d. Evaluate staff supervision/mentoring/ training needs
 - e. Build parental awareness and partnership

Mental Health Consultant

It is important to keep in mind that one person may not fulfill all goals and that contracting with more than one Mental Health Consultant may better achieve goals.

Qualifications to consider:

1. Experience working with infants, toddlers and parents.
2. Experience working with young children, birth to age 6.
3. Experience working in a consultative role with early education organizations.
4. Experience working in direct services with young children with mental health diagnoses.
5. Experience with program development, guidance and administrative consultation.
6. Experience in training administrators and staff.
7. Cultural and/or linguistic competency as determined by the families served.