

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 2nd day of November, 2024.

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND -

Lester Park Elementary School Foundation Board

OF THE SECOND PART

Background:

- A. Independent School District No. 709 and Lester Park Elementary School Foundation Board (the "Parties") entered into the contract (the "Contract") dated October 16, 2023, for the purpose of hiring a contractor to serve as a Coordinator for the Lester Park Elementary School Spanish Club.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
- C. This Agreement is the first amendment to the Contract.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Amendments

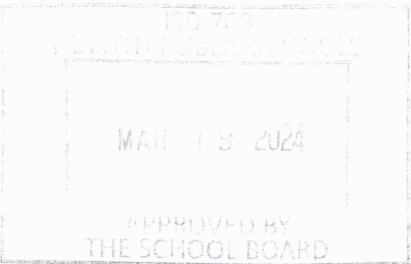
1. The Contract is amended as follows:
 - a. Reimbursement. Original reimbursement was not to exceed \$4,300.
This amendment would increase the not to exceed amount to \$12,900.

No Other Change

2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Miscellaneous Terms

3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean



AGREEMENT

THIS AGREEMENT, made and entered into this 22 day of January, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Adela Alvarez, 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 here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 2/15/24 and shall remain in effect until 3/1/25, 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.** *(insert or attach a list of programs/services to be performed by contractor)*

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.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

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 \$ 20 hourly and \$ 4300 in total.

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.

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: ISD 709, Duluth Public Schools, Attn: Simone Zunic, 709 Portia Johnson Drive, 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 (mailing address with zip) 2816 Hagberg St., Duluth, MN, 55811.

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 Workers' 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.

1. The first of these is the "Public Access" policy. This policy is located on the District's website at [http://www.districtofcolumbia.gov/policy](#). Please refer to Policy 111 - Confidentiality of Records and Information. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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.

[Signature] 475-39-7129 1/22/2024
 Contractor Signature SSN/Tax ID Number Date

[Signature] 1/30/2024
 Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

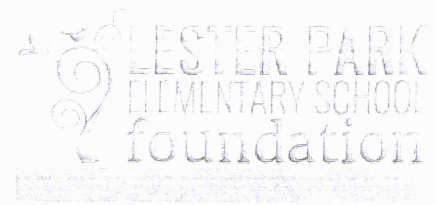
01	E	005	203	161	³⁰⁵ 366	013
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding

[Signature]
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

2/15/24
 Date



September 11 2023

ISD 709
Duluth Public Schools
Administration and School Board Members

RE: Lester Park Foundation's award to ISD 709 for Part-Time Spanish Club Coordinator

ATTN: Shannon Brown and ISD 709 School Board

SUBJECT: The below cost defines the award given to ISD 709 to support a part-time coordinator for Lester Park Elementary's afterschool Spanish Club.

Lester Park Foundation (LPF) is a non-profit foundation that seeks to support, enhance, and enrich educational experience and opportunities for all students at Lester Park Elementary School. In the spring of 2023, the LPF piloted a Spanish Club program. The pilot was able to accommodate 39 kids from across grades K - 5, but 68 kids were waitlisted. With the success of the initial pilot, we expect interest and demand to grow this upcoming year. The pilot had a capacity issue: it was dependent on two people from the LPF to manage the program and two student teachers from UMD with limited availability. To ensure a sustainable and robust program that can meet student interest, this grant to the district of \$4300 serves to hire a part-time program coordinator that will both manage the logistics and teach the after-school clubs.

Program Details

Two six-week sessions:

- October 23rd - December 8th (no club the week of Thanksgiving break)
 - March 4th - April 12th
- Lester Park Foundation will support the school in hiring and training

LPF Grant Breakdown to District

- Up to 60 hours of program coordination and teaching prep time at \$20 an hour: \$1200 per year
- Up to three classes per day, 2:15 - 4:30pm at \$20/hr, for a Fall and Spring sessions: \$2700 per year
 - 11.25 hours a week for six weeks = up to 67.5 teaching hours per session
 - Could accommodate up to 225 kids for a once a week session
- Materials and Supplies: \$400 per year
- **Grant Total: \$4300**

Benefit to Lester Park Elementary School and ISD 709 District:

- Increase language enrichment
 - Increase cultural enrichment
 - Expands after-school program options
 - Could serve as a model for other schools looking to expand foreign language options
-

There will be no overhead or indirect costs associated with the above award; this award may only be used for funding the coordinator position and costs associated with the coordinator running the Spanish Club (e.g., club materials).

This grant is annual and can be renewed upon agreement with the Lester Park Foundation.

If there are any questions or any additional need, please let me know.

Sincerely,

Jon Benson

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Board President
Lester Park Foundation

September 11 2023



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