

**Duluth Public School District  
and  
Duluth Edison Charter Schools**

**AGREEMENT FOR PURCHASE OF SERVICE FOR  
DEAF/HARD OF HEARING  
SPECIAL EDUCATION TEACHER SERVICES**

This agreement (the "Agreement") is made by and between *Duluth Public School District* (the "Service Provider"), located at 215 North First Avenue E, Duluth, MN 55802, and Duluth Edison Charter Schools ("Duluth"). This Agreement shall be effective *September 1, 2011 – June 30th 2012*.

**I. The Service Provider Agrees:**

- A. To provide evaluation, treatment and consultation services for students with a disability and who have IEP/IFSP/IIIPs documenting the need for such services under contract at Duluth. Services shall also be provided to assist in the evaluations of students identified in the evaluations process. Treatment services shall be provided as prescribed by the students IEP in order to meet the goals as determined by the IEP team.
- B. Not to exceed one-hundred and forty (140) hours of Deaf/Hard of Hearing Special Education teacher for Duluth.
- C. Submit an annual (year-end) invoice no later than June 15<sup>th</sup> of the given contract year. This invoice will detail the services provided to Duluth.

**II. Duluth:**

- A. To pay the Deaf/Hard of Hearing Special Education Teacher at the contract rate of \$60.00 per hour.
- B. To remit to the Service Provider the amount due and owing for the services provided and billed on the annual invoice. This payment will be made within 30 days of the invoice date.
- C. The Director of Special Education at Duluth shall supervise the contracted services to ensure that services are provided in accordance with students IEPs.

**GENERAL PROVISIONS**

- A. Non-assignability. Neither this Agreement nor any of the rights, obligations, or interest arising under this Agreement may be assigned by the Service Provider.

- B. Merger. This Agreement contains the entire understanding of the parties. This Agreement supersedes all prior agreements, written or oral, express or implied, between the parties hereto regarding the subject matter of this Agreement.
- C. Amendment. None of the terms and conditions of this Agreement shall be amended or modified unless agreed to in a writing signed by each of the parties hereto.
- D. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Minnesota. Any action at law, suit in equity or other judicial proceeding arising out of this Agreement or any provision hereof shall be instituted only in a court of competent jurisdiction in Duluth, Minnesota.
- E. Confidentiality Agreement. The Service Provider shall respect and maintain the confidential nature of all information regarding students and Duluth.
- F. Background Checks. Duluth-Edison Charter School, at its own expense, shall ensure that employees working at Duluth have successfully completed a finger-print supported national criminal background check. A notarized Affidavit certifying that Duluth Public School's assigned employee(s) have passed the background check is to be forwarded to Ms Michelle R. Surface, Edisonlearning, Inc., prior to commencement of work under this Agreement. No convicted felons are allowed in or near Duluth-Edison Charter School, including but not limited to, convicted sex offenders. ALL BACKGROUND CHECKS MUST BE COMPLETED PRIOR TO ANY WORK BEING PERFORMED BY ANY PERSON AT THE DULUTH.
- G. Proprietary Rights. Materials prepared or developed by the Service Provider and paid for by Duluth in the performance of this Agreement, including testing materials, reports, assessment instruments, and software shall be and become the sole and exclusive property of Duluth.
- H. Drug and Alcohol Policy. The Service Provider agrees to and will advise his or her employees or agents that it is the policy of Duluth that:
- (1) The manufacture, dispensation, or sale, offer for sale, purchase, use, transfer, or possession of illegal drugs on the Duluth premises is prohibited;
  - (2) Being under the influence of alcohol ("Under the Influence" means that one is affected by alcohol in any detectable manner) is prohibited on Duluth's premises;
  - (3) Probable cause drug and alcohol testing will be performed if required during the performance of this contract.
  - (4) Entry onto Duluth premises constitutes consent to an inspection of him or herself as well as his or her vehicle as personal effects while entering, on, or leaving premises;
  - (5) Violation of this policy or refusal to permit an inspection may be cause for removal or barred from Duluth premises ("premises" means Duluth property, leased or otherwise, including project site locations in which Duluth business is being conducted, Duluth-owned or rented vehicles and/or equipment).

## INSURANCE

The Service Provider is responsible for and agrees to obtain and maintain professional liability insurance by insurance company(s) authorized to do business in the State of Minnesota. The Service Provider shall provide applicable certificates of professional liability insurance prior to the commencement of services under this Agreement. The Service Provider will furnish to EdisonLearning, Inc. a Certificate of Insurance indicating that all such coverage is in effect. As a part of the contract requirements, the Service Provider must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the insurance specified below with a carrier that has a minimum rating of "Good" based on rates provided by the A.M. Best Company. Duluth and EdisonLearning, Inc. shall be named an additional insured under all required insurance policies. Certificate of Insurance showing additional named insured status shall be forwarded to EdisonLearning's Contract Specialist, Ms. Michelle Surface, at [michelle.surface@edisonlearning.com](mailto:michelle.surface@edisonlearning.com), before any work can begin at the school.

The Service Provider shall provide to EdisonLearning's Contracts Specialist a thirty (30) day written notice of cancellation or change of any policy. In addition to any other damages, The Service Provider shall be liable for any costs incurred by the Duluth and EdisonLearning as a result of charges, fines, penalties, or any other action, if those costs are directly attributable to any failure on the Service Provider's part to successfully complete the requirements of this Agreement.

Insurance Requirements are as follows:

Professional Liability. The policy must include contractual liability in accordance with the indemnification clause and a limit of \$1,000,000. The policy must also include Duluth and EdisonLearning, Inc. as an additional insured.

Workers Compensation. The policy must be in accordance with applicable statutes and requirements, including Employers Liability with a limit of \$1,000,000.

Termination of the insurance described herein during the term of this contract shall constitute a breach thereof, and thereupon the contract will terminate. The issuing insurer will endeavour to mail 10 days written notice to the certificate holders.

## INDEMNIFICATION

Each party (the "Indemnifying Party") shall indemnify, save and hold the other party and the other party's employees, officers, directors, subcontractors and agents (the "Indemnified Party") harmless from any and all claims, demands, suits, costs, judgments or other forms of liability to third parties, actual or claimed, including attorney fees, for injury to property or persons, occurring or allegedly occurring to the Indemnified Party from the negligent, grossly negligent or reckless actions and omissions or willful misconduct committed by the Indemnifying Party or by its employees, officers, directors, subcontractors, agents. Upon timely written notice from the Indemnified Party, the Indemnifying Party shall defend the Indemnified Party in any such action or proceeding brought thereon.

## ADDITIONAL CONDITIONS

- A. The Service Provider and Duluth will comply with all state and federal reporting requirements. The Service Provider and Duluth will comply with MN Government Data Practices Act, Minnesota Statutes Chapter 13, as applied to all data. The Service Provider represents that (i) the Service Provider is legally authorized to transact business in the State of Minnesota and to provide the services required hereunder, (ii) the entering into this Agreement has been approved by the Service Provider, (iii) the undersigned is authorized to execute this Agreement on behalf of the Service Provider and to bind the Service Provider to the terms hereof, and (iv) the Service Provider will comply with all state, federal and local statutes, regulations and ordinances, including civil rights and employment laws, and agrees not to discriminate against any employee, applicant or in the provision of services on the basis of race, color, national origin, sex, age or disability the Service Provider represents that it is licensed by the State of Minnesota for speech services and shall provide a copy of such licensure to the Duluth prior to the commencement of services under this Agreement.
- B. The Service Provider will consent to disclosure of its social security number, federal employer tax ID number and/or Minnesota Tax ID number already provided to the district.
- C. The numbers may be used in the enforcement of federal and state laws resulting in action requiring the Service Provider to file tax returns, pay delinquent taxes or other state liabilities.
- D. Services must be provided to the satisfaction of the Duluth and not in violation of any federal, state or local laws, ordinances, rules and regulations. The Service Provider will not be paid for work considered in violation of any of those laws or if work is found unsatisfactory.

## SCHEDULING

- A. Duluth will provide the Service Provider with the 2011-2012 School Calendar.
- B. Duluth will notify the Service Provider at least twenty-four hours in advance of planned closures outside of those days noted in the School Calendar.
- C. In the case of inclement weather, Duluth will communicate to the Service Provider, as applicable on local and regional radio stations and TV stations, that school is closed.
- D. The Service Provider will notify Duluth if the Service Provider is unable to provide services on a day with scheduled appointments and will use reasonable efforts to notify Duluth of such cancellations by 8:30 a.m.

## CANCELLATION

This agreement may be cancelled by the Service Provider or Duluth at any time, with or without cause, upon 30 days written notice. In the event of such a cancellation, the Service Provider shall be entitled to payment, determined on a pro rata basis, for work performed to Duluth's satisfaction.


STATE AUDIT

The books, records, documents and accounting procedures of the Service Provider and its employees relevant to this agreement must be made available by the STATE for a minimum of 6 years from the end of the agreement.

**AGREED TO BY:**

**DULUTH EDISON CHARTER SCHOOLS**

**DULUTH PUBLIC SCHOOL DISTRICT  
ISD 709**

By 

By 

Name Bonnie Jorgenson  
(Print Name)

Name Bill HANSON  
(Print Name)

Title Head of School

Title CFO

Date 2.23.12

Date 3/27/12

Northeast Minnesota Office of Job Training, 802 N. Ninth St., P.O. Box 1028, Virginia, MN 55792, and Adult Basic Education, ISD 709, 215 North First Avenue East, Duluth, MN 55802 agree as follows:

I. DUTIES OF NEMOJT: NEMOJT agrees to provide the following:

Title of Instruction/Activity/Service: Provide ABE instructor for the Blandin/MIRC Digital Literacy Project at the cost of \$43.00/hour up to 102.5 hours

Dates of Training and Development: January 1 – May 31, 2012

Instructor/Trainer/Consultant: Rita Olness

II. DUTIES OF THE PURCHASER: ISD 709 will reimburse NEMOJT for costs incurred for ABE/digital literacy instruction.

III. SITE OF INSTRUCTION/ACTIVITY: Duluth Workforce Center

IV. CONSIDERATION AND TERMS OF PAYMENT:

A. Cost: Cost of Instruction/Activity/Service: Not to exceed \$4,408

Notwithstanding the thirty (30) day notice period established in paragraph VII, in the event that the Purchaser desires to cancel or reschedule the Instruction/Activity/Service due to low enrollment, Purchaser shall give at least 10 days notice in writing to NEMOJT's authorized agent to cancel or reschedule. If the Instruction/Activity/Service is canceled as provided herein, the College/University shall be entitled to payment calculated according to paragraph VII. If the Instruction/Activity/Service is rescheduled as provided herein, payment shall be according to this paragraph IV.

B. Terms of Payment. NEMOJT will send an invoice for the Instruction/Activity/Service performed. **The Purchaser will pay within 30 days of receiving the invoice.**

Please send payment to: Northeast Minnesota Office of Job Training  
MN Workforce Center  
820 N. Ninth Street  
P.O. Box 1028  
Virginia MN 55792

V. AUTHORIZED AGENTS FOR THE PURPOSES OF THIS CONTRACT.

A. Purchasers authorized agent: Beth Tamminen, Adult Basic Education Program Coordinator

B. NEMOJT's authorized agent: Michelle Ufford, Executive Director NEMOJT,

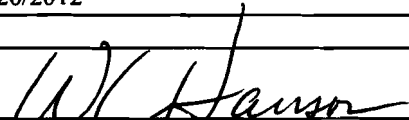
VI. TERM OF CONTRACT.

A. Effective Date: January 1, 2012

B. End Date: May 31, 2012 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

VII. CANCELLATION. This contract may be canceled by the Purchaser or the Provider at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the Provider shall be entitled to payment, determined on a pro rata basis, for work or Instruction/Activity/Service satisfactorily performed.

Date  
03/20/2012

By 

Title  
ISD 709 Business Services Director

**Essentia Health SMDC**  
**407 East Third Street**  
**Duluth, MN 55805**

***ECFE Amazing Newborn Summer Program***

**MEMORANDUM OF UNDERSTANDING**

This agreement will define the services to be provided by an ECFE staff member to continue the class "Amazing Newborn" during summer school recess June 12, through August 23, 2012.

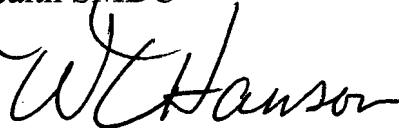
The parent educators will provide 1.5 hours of service for each Amazing Newborn session at the Birthing Center for a total of 22 visits.

The cost to facilitate this program for the summer of 2012 will be \$1615.08.

Approvals:

  
Essentia Health SMDC

3-13-12  
Date

  
~~Chair of the Duluth School Board~~ CFO  
Independent School District #709

3/28/12  
Date

\_\_\_\_\_  
Clerk of the Duluth School Board  
Independent School District #709

\_\_\_\_\_  
Date