

**AGREEMENT FOR SERVICES  
ADULT BASIC EDUCATION  
DULUTH WORKFORCE DEVELOPMENT DIVISION**

**THIS AGREEMENT**, made this 28\_\_ day of \_\_\_April\_\_\_, 2011, is by and between the CITY OF DULUTH WORKFORCE DEVELOPMENT DIVISION (hereinafter the "Division"), and the Adult Basic Education Office of Independent School District 709 (hereinafter "ABE").

**WHEREAS**, the Division has received a Minnesota Intelligent Rural Communities grant to fund digital literacy training for adults in the Minnesota Workforce Center-Duluth.

**WHEREAS**, the grant calls for training to be provided by an ABE instructor.

**WHEREAS**, the Division desires to arrange for such instruction with ABE.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Division and ABE agree as follows:

**ARTICLE I. ABE DEFINITION AND DUTIES**

ABE will be required to complete the following activities.

1. Retain the services of a teacher licensed in the State of Minnesota to provide instruction.
2. Ensure that the teacher is fully prepared and delivers instruction at least twice per month from May through December, 2011.
3. Ensure that the teacher is available to staff open lab periods in the Minnesota Workforce Center-Duluth, as mutually agreed upon.
4. Ensure the teacher performs other related duties as required to properly operate the program.

**ARTICLE II. HOURS OF DUTY**

1. ABE shall ensure that the teacher shall work the hours necessary to perform the duties noted in Article I, not to exceed an average of 17.5 hours per month.

**ARTICLE III. FUNDING**

On a bi-monthly basis, ABE will deliver to Division a detailed breakdown of teacher hours worked by date and time. Division will reimburse ABE \$35.00 per hour. Total reimbursement under this Agreement shall not exceed \$4,900.00.

**ARTICLE IV. LIABILITY**

Each party hereto agrees that it will be solely liable for any liability arising out of any acts or omissions of itself or its officers, agents, servants, employees or subcontractors in the performance of its respective obligations under this Agreement.

Nothing herein shall be deemed to create any liability on behalf of either party not otherwise existing as to such party under the provisions of the Minnesota Municipal Limitation of Liability

Statute, Minnesota Statute Section 466 *et. seq.*, or to extend the amount of liability of either party to amounts in excess of that specified in said Chapter.

#### **ARTICLE V. TERM**

This Agreement shall commence on the date first indicated above on page 1 and will remain in effect until December 31, 2011.

#### **Article VI: CIVIL RIGHTS ASSURANCES**

ABE and the Division, and their officers, agents, servants and employees, as part of the consideration under this Agreement, do hereby covenant and agree that:

1. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation and/or disability shall be excluded from any participation in, denied any benefits of or otherwise subjected to discrimination with regard to the services provided under this Agreement.
2. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code and any regulations and executive orders which may be affected with regard thereto.

#### **ARTICLE VII. GENERAL PROVISIONS**

1. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners, joint venture, or joint enterprise between the parties hereto or as constituting either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever.
2. This Agreement is to be construed and understood solely as an Agreement between the parties hereto and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that she or he is a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties hereto.
3. The Division and ABE shall not in any way assign or transfer any of their rights or interests under this Agreement.
4. This Agreement, together with all of 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.
5. The waiver by the parties of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.
6. In the event any provision herein shall be deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall be binding upon the parties to this Agreement.
7. Notice to Division or ABE provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to the parties at the addresses

hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time:

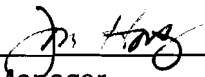
Division: Duluth Workforce Development Division  
Attn: Don Hoag, Manager  
411 W. 1<sup>st</sup> Street, Room 332  
Duluth, MN 55802

ABE: Adult Learning Center, I.S.D. 709  
Attn: Beth Tamminen, Adult Basic Education Coordinator  
215 N. First Ave. E.  
Duluth MN 55802

8. 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. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

**IN WITNESS WHEREOF, the parties hereto have set their hands the day and date first above written.**


**CITY OF DULUTH WORKFORCE  
DEVELOPMENT DIVISION**

By   
Its: Manager

**Independent School District 709**

By   
(signature)

Name: Beth Tamminen, ABE Coordinator

By   
(signature)

Name: William Hanson, Business Services  
Director