

AMENDED AGREEMENT

THIS AMENDED AGREEMENT made and entered into twenty-sixth day day of May, 2010, by and between Independent School District #709, a public corporation, hereinafter called District, and Chang'aa Mweti an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AMENDED 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 Amended Agreement are as follows:

1. This AMENDED Agreement shall be deemed to be effective as of July 1, 2010, and shall remain in effect until June 30, 2011, 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. Contractor shall provide the following services:

Classroom presentations, staff development, multicultural fairs, and cultural center events, predetermined community presentations scheduled and coordinate with the African American Cultural Center staff.

- Using the power of narratives, students, teachers and the community will be exposed to different cultural perspectives and people of different ethnicities.
- The students, teachers and the community will be exposed to different cultures through story telling at negotiated events.
- Themes covered will include: Bullying, Respect, leadership, Cultural understanding, Responsibility, Being a role model, Being in transition, Building skills toward being a middle schooler.
- Teaching using story telling methodology will be a staff development instructional presentation.

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Amended Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed Fifteen thousand Six Hundred dollars \$15,600.00. This Amended Agreement replaces the Nine Thousand Six hundred dollar (\$9,600.00) contract. 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. TIN Number 389-96-0868.

4. **Requests for Reimbursement.** Contractor will be paid in the following manner. Contractor will submit an invoice to the Office Education Equity monthly for payment. Payment will be made in the amount of \$150.00 per hours. Maximum billable time per event is equal to Student / presentation time of six hours in any given day this contract will exclude preparation and travel time.

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.

Amended AGREEMENT

THIS Amended AGREEMENT made and entered into this eighteenth day of October, 2010, by and between Independent School District #709, a public corporation, hereinafter called District, and Community Action Duluth 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:

1. This Agreement shall be deemed to be effective as of October 10, 2010, and shall remain in effect until June 9, 2010, (amended from December 31, 2010) 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. Contractor shall provide the following services:

Provide necessary background checks for childcare personnel and coordination of services needed which includes: providing childcare for PASS Workshop participants, providing childcare is the time spent onsite with the children. Coordinating childcare services to be provided which includes: phone calls, emails, scheduling childcare providers, and preparation of structured activities for the children. PASS Workshops to take place at Laura Macarthur, Nettleton and Lincoln Schools.

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 \$6,500.00 (Amended from \$1,800.00). 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. TIN Number 41-141-067-0.

4. **Requests for Reimbursement.** Contractor will be paid in the following manner. Payment by the District will be made in the amount of \$15.00 per hour for providing childcare and \$20.00 per hour to coordinator for preparation and set up / clean up. Payment shall be made upon receipt of invoice received by the district, after services are rendered each week.

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 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 Office of Education Equity, 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:

Community Action Duluth
19 N. 21st Avenue West
Duluth, M n 55806
Attention: Angie Miller

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.

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.

Angie Miller 2/10/11
Program Director contractor date
W. Hanson 2/11/11
Director of Business Service date

Contract Program Manager, OEE date



CONTRACT FOR PURCHASE OF SPECIAL EDUCATION SERVICES

This contract, entered into this day February 15, 2011 by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Endion Square Latch Key** (hereafter referred to as the AGENCY) witnesses that: WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in ~~Kenneth Robert~~ Individual Education Plan (IEP).

Whereas the AGENCY is duly qualified to perform these services for preschool program as determined by student's IEP team.

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:
Preschool programming for ~~Kenneth Robert~~ for 2.5 hours a day 2 days per week (Monday and Wednesday, 9:30 to 12:00).
2. The AGENCY shall perform these services at: 1823 E. Superior Street.
3. The approximate date the service will begin is 1-10-2011 and shall not extend beyond 6-10-2011 the contract not to exceed a total of 38 weeks of service and a total cost of \$570.00 (\$15.00 per day for 38 days)
4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: Upon receipt of monthly/quarterly billing statement
5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15th of each month for the preceding month.

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6. Either party may terminate this agreement as follows: Thirty (30) days written notice
or upon mutual agreement.

7. Both parties agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

SIGNED:

Name of Agency

By
Authorized Agent

Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

W. Harrison
C.F.O. Executive Director of Business Services

Date 2/16/11

Special Services Department
215 N. 1st Ave. East
Duluth, MN 55802

By Laura Feduchon
Director

Date 2-15-11



CONTRACT FOR PURCHASE OF SPECIAL EDUCATION SERVICES

This contract, entered into this day February 15, 2011 by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Endion Square Latch Key** (hereafter referred to as the AGENCY) witnesses that: WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in ~~XXXXXXXXXXXX~~ Individual Education Plan (IEP).

Whereas the AGENCY is duly qualified to perform these services for preschool program as determined by student's IEP team.

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:

Preschool programming for ~~XXXXXXXXXXXX~~ for 2.5 hours a day 2 days per week (Monday and Wednesday, 9:30 to 12:00).

2. The AGENCY shall perform these services at: 1823 E. Superior Street.

3. The approximate date the service will begin is 1-24-2011 and

shall not extend beyond June 10; 2011 the contract not to exceed a total of 35 weeks of service and a total cost of \$525.00 (\$15.00 per day for 35 days)

4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: Upon receipt of monthly/quarterly billing statement

5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as

follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15th of each month for the preceding month.

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6. Either party may terminate this agreement as follows: Thirty (30) days written notice
or upon mutual agreement.
7. Both parties agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

SIGNED:

Name of Agency

By _____
Authorized Agent

Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

W. C. Hanson,
C.F.O. Executive Director of Business Services

Date 2/16/11

Special Services Department
215 N. 1st Ave. East
Duluth, MN 55802

By Laura Fredrickson
Director

Date 2-15-11



CONTRACT FOR PURCHASE OF SPECIAL EDUCATION SERVICES

This contract, entered into this day December 3, 2010 by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and Children's Place –Endion Square Children's Center (hereafter referred to as the AGENCY) witnesses that:

WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in Duluth, Minnesota Individual Education Plan (IEP).

Whereas the AGENCY is duly qualified to perform these services for preschool program as determined by student's IEP team.

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:

Preschool programming for Duluth, Minnesota for 2.5 hours a day 2 days per week (Tuesday and Wednesday of each week).

2. The AGENCY shall perform these services at: 1823 E. Superior Street, Duluth, MN

3. The approximate date the service will begin is November 30th, 2010, and

shall not extend beyond June 8th, 2011; the contract not to exceed a total of 50 days of service and a total cost of \$750.00 (\$15.00 per day x 50 days)

4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: Upon receipt of monthly/quarterly billing statement

5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as

follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15th of each month for the preceding month.

Page 2 - Contract for Purchase of Special Education Services

6. Either party may terminate this agreement as follows: Thirty (30) days written notice
or upon mutual agreement.

7. Both parties agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

.....
SIGNED:

Name of Agency

By
Authorized Agent

Date

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INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

WC Hanson
C.F.O. Executive Director of Business Services

Date 2/16/11

.....
Special Services Department
215 N. 1st Ave. East
Duluth, MN 55802

By Laura Fredrickson
Director

Date 2-15-11