

SUNGARD PUBLIC SECTOR

ADDENDUM

Name and Address of Client:

Duluth Independent School District
215 North 1st Avenue East
Duluth, MN 55802
Telephone: (218) 336-8700 x1051
Attn: Robin Evanson

Licensor:

SunGard Public Sector
3 West Broad Street
Bethlehem, PA 18018
Telephone: (610) 691-3616

SunGard Public Sector (SunGard) and Client agree to amend their existing agreement, dated (July 7, 2000), to add the following as attached hereto and part of this Agreement.

Exhibit 1 – Products and Services

Licensed Software – Not Applicable

Professional Services

Hardware Components – Not Applicable

All terms and conditions of the existing Agreement shall remain in effect (with the exception of prices and payment terms indicated herein). The monthly fees for the additional Test Environment shall be added to the Client's monthly ASP invoice:


ASP Professional Services: Recurring Monthly	Price
Monthly ASP Hosting for additional Test Environment	\$500

The initial Maintenance and Support term shall be for a period of one year commencing with the month this Agreement is signed.

IN WITNESS WHEREOF AND INTENDING TO BE LEGALLY BOUND, the parties have caused this Agreement to be signed by its duly authorized officer.

SUNGARD PUBLIC SECTOR

DULUTH INDEPENDENT SCHOOL DISTRICT

By: 
Print Name: Bronne J. Bruzgo
Print Title: Vice President of Sales
Date Signed: February 1, 2010

By: _____
Print Name: _____
Print Title: _____
Date Signed: _____

SUNGARD PUBLIC SECTOR

ADDENDUM

Name and Address of Client:

Duluth Independent School District
215 North 1st Avenue East
Duluth, MN 55802
Telephone: (218) 336-8700 x1051
Attn: Robin Evanson

Licensor:

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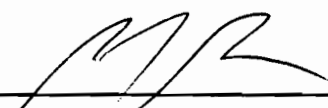
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Monthly ASP Hosting for additional Test Environment	\$500

The initial Maintenance and Support term shall be for a period of one year commencing with the month this Agreement is signed.

IN WITNESS WHEREOF AND INTENDING TO BE LEGALLY BOUND, the parties have caused this Agreement to be signed by its duly authorized officer.

SUNGARD PUBLIC SECTOR


By: 

Print Name: Bronne J. Bruzgo

Print Title: Vice President of Sales

Date Signed: February 1, 2010

DULUTH INDEPENDENT SCHOOL DISTRICT

By: 

Print Name: Bill Hanson

Print Title: CFO

Date Signed: 2/4/10

Please mail one signed original to:

SunGard Public Sector

3 West Broad Street

Bethlehem, PA 18018

Telephone: 610-691-3616

Toll Free: 866-905-8989

Fax: 610-954-8378

Attn: David Madea, VP of Finance

In order to avoid delay in all correspondence issues, please provide billing and other pertinent information in the space below:

Address: _____

Billing Attn: _____

Other: _____

Thank you...



Special Services Department
Duluth Public Schools, ISD No. 709
215 N First Avenue East • Duluth, MN 55802
(218) 336-8741 • FAX (218) 336-8775

MEMORANDUM

To: Bill Hanson, Director
Business Services
From: Marci Hoff, Director *Marci Hoff*
Subject: **Business Committee Agenda Item**
Waiving of Policy #3075, Soliciting Prices (Bids and Quotations)
Date: January 13, 2010

Action Item

Lighthouse for the Blind Contract for services for vision rehabilitation

This is a request to have Policy #3075 waived for the 2009-10 Contract with The Lighthouse for the Blind. This is a contract for vision rehabilitation services for a high school senior. The Lighthouse for the Blind is the only agency which provides the transition services required by this student. This agency has provided partial day services to the student since Grade 9. Although the current contract is for the 2009-10 school year, the student's Individual Education Plan (IEP) was not completed and signed until well into this school year. Special education rules require that services continue while the IEP Team resolves issues on the IEP. All issues have been appropriately addressed, and the student is projected to graduate in June, 2010.

Marci Hoff will be present to answer questions.

MH/sms
Attachment

DULUTH LIGHTHOUSE FOR THE BLIND
4505 West Superior Street
Duluth, Minnesota 55807-2728
PROFESSIONAL AND TECHNICAL SERVICES CONTRACT

Contract Start Date: September 1, 2009

Contract Expiration Date: June 30, 2010

This contract, and amendments and supplements thereto, is between the Duluth Lighthouse for the Blind, an independent contractor (hereinafter LIGHTHOUSE), and ISD 709 - Duluth Public Schools, Special Services Division (hereinafter SCHOOL DISTRICT), address 215 North 1st Avenue East, Duluth, Minnesota 55802.

Whereas the School District is in need of the following services: Vision Rehabilitation Instruction for children who are blind, and

Whereas, the Lighthouse represents that it is duly qualified and willing to perform the services set forth herein,

Now, Therefore, it is agreed:

- I. **LIGHTHOUSE'S DUTIES** (refer to student IEP goals)
 - A. Complete the goals and activities as outlined by the IEP team.
 - B. Submit progress reports at end of each grade period detailing progress toward student goals and objectives as stated in the IEP.
- II. **CONSIDERATION AND TERMS OF PAYMENT**
 - A. Consideration for all services performed and goods or materials supplied by the Lighthouse pursuant to this contract shall be paid by the School District as follows:
 1. Compensation shall be consistent with the Lighthouse's fee schedule.
 2. The Lighthouse shall be reimbursed by the School District at a rate of \$70.00 per hour for actual service.
 3. The Lighthouse shall be reimbursed for scheduled class time when student is absent or late arriving for classes. For purposes of scheduling and reimbursement the Lighthouse agrees to follow the School District's annual regular school calendar year (The Lighthouse will not schedule or receive payment from the School

District for school holidays, school breaks or other school down time if notified one week in advance of such closings).

3. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Lighthouse's performance of this contract shall be based on actual expenses and will not exceed IRS mileage reimbursement guidelines. The Lighthouse will not be reimbursed for travel and subsistence expense incurred unless it has received prior written approval from the School District.

B. Terms of Payment

1. Reimbursement shall be a cost reimbursement based on the grade period's expenses as documented by invoices, time sheets, reports, and receipts.
2. Reimbursement shall be made by the School District to the Lighthouse no later than 30 days after receipt of the invoice.

III. TERMS OF CONTRACT

This contract shall be effective on September 1, 2009 and shall remain in effect through June 30, 2010, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

IV. CANCELLATION

A. For Cause or Convenience. This contract may be canceled by the Lighthouse or the School District 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 Lighthouse shall be entitled to payment for work or services performed. The School District has the right to suspend or terminate this grant contract immediately when the School District deems the health or welfare of the service recipients is endangered, or when the School District has reasonable cause to believe the Lighthouse has breached a material term of the contract.

V. THE SCHOOL DISTRICT'S AUTHORIZED REPRESENTATIVE

The School District's authorized representative for the purposes of administration of this contract is Marcia Hoff, Director of Special Service, or her successor. Such representative shall have final authority for acceptance of the Lighthouse's services and if such services are accepted as satisfactory. The Director of Special Services shall be responsible to ensure that the services comply with the students' IEP and IEP Team's decisions.

VI. ASSIGNMENT

The Lighthouse shall neither assign nor transfer any rights or obligations under this contract without prior consent of the School District.

VII. AMENDMENTS

Any amendments to this contract shall be in writing, and shall be executed by the same parties who executed the original contract, or their successors in office.

VIII. INFORMATION PRIVACY PROTECTION

For purposes of executing its responsibilities and to the extent set forth in this contract, the LIGHTHOUSE will be considered part of the "welfare system", as defined in Minnesota Statutes, Chapter 13. The Lighthouse's employees will have access to private or confidential data maintained by the SCHOOL DISTRICT to the extent necessary to carry out the LIGHTHOUSE'S responsibilities under this contract. The Lighthouse agrees to comply with all relevant requirements of the Minnesota Government Data Practices Act (hereinafter "Data Practices Act," Minnesota Statutes, Chapter 13) in providing services under this contract. Georgia Guite or her successor is the responsible authority in charge of all data collected, used, or disseminated by the Lighthouse in connection with the performance of this contract.

A. Duty to ensure proper handling of data:

- The Lighthouse shall be responsible for training its employees who are authorized to access and use the data collected under the terms and for the purposes specified in this contract.
- Any applicable state and federal statutes, rules, and regulations affecting the collection, storage, use and dissemination of private or confidential information.

B. Minimum Necessary Access to data:

The Lighthouse shall comply with the "minimum necessary" access and disclosure standards set forth in the Data Practices Act. The dissemination of "private" and/or "confidential" data on individuals is limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government."

C. The Lighthouse Shall:

- Not use or further disclose the information other than as permitted or required by this Contract or as required by law;
- Use appropriate safeguards to prevent use or disclosure of the information by its employees other than as provided for by this contract;
- Report any use or disclosure of the information not provided for by this contract of which it becomes aware;
- Consistent with this contract, ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides private or confidential data, agree to be bound by the same restrictions and conditions that apply to them with respect to such information; At termination of this contract, extend the protections of this contract to the information collected during the course of this contract.

D. Release of data

No private or confidential data created, collected, received, stored, used, maintained or disseminated in the course or performance of this contract will be disseminated except as authorized by statute, either during the period of this contract or hereafter.

IX. INTELLECTUAL PROPERTY RIGHTS

The Lighthouse owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents created for under this contract. The works and documents will be the exclusive property of the Lighthouse and all such works and documents must be immediately returned to the Lighthouse by the School District upon completion or cancellation of this contract. Works means all inventions, improvements, discoveries, (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Lighthouse, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the contract. Works includes "Documents." Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Lighthouse, its employees, agents, or subcontractors, in performance of this contract.

X. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

A. The Lighthouse agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified. Minnesota

statues section 363A.02 the Lighthouse agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.

The School District agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified. Minnesota statues section 363A.02 the School District agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.

B. The Lighthouse agrees to comply with all the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

The School District agrees to comply with all the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

Compliance with Department of Human Rights Statues. In the event of noncompliance by either party with the provisions of this clause, actions for noncompliance may be taken in accordance with Minnesota Statues 363A.36, and the rules and relevant orders issued pursuant to the Minnesota Human Rights Act.

XI. JURISDICTION AND VENUE

This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state with competent jurisdiction in St. Louis County, Minnesota.

In witness whereof, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. School District ISD 709 – Duluth Public Schools

By W. Hansen

Date 2/4/10

Title CFO

2. Duluth Lighthouse for the Blind

By _____

Title _____

Date _____

Distribution:

ISD 709 – Duluth Public Schools (Marci Hoff)

Duluth Lighthouse for the Blind (Georgia Guite)



3805 Grand Avenue South, Minneapolis MN 55409
 (612) 822-3422 • FAX (612) 822-3585
 origins@originsonline.org • www.originsonline.org

Origins Letter of Agreement

Date: 2/1/2010
Contract #: 9228

The Origins Program, Inc. hereby agrees to provide consultation / training, and the client agrees to accept and pay for said consultation / training as follows:

Client:

School: Nettleton Magnet School
Address: 108 E. 6th St.
 Duluth, MN 55811
Main Phone: (218) 733-2172 **Main Fax:** (218) 733-2175
Contact: Kathi Kusch Marshall
Phone: (218) 733-3217
Email: kathi.marshall@duluth.k12.mn.us

Fees:

Responsive Classroom Consulting 2 Days @ \$1,500.00 \$3,000.00
Total: \$3,000.00

Travel Expenses Additional

Description of Work:

Date	Time	Consultant	Description
2/10/2010	8:00-4:00	Carolyn Rottman	Responsive Classroom Consulting
3/17/2010	8:00-4:00	Carolyn Rottman	Responsive Classroom Consulting

Contract Notes:

This assignment is being paid by SAFE Schools grant. Send Letter of Agreement to Susan Richards c/o SAFE Schools, Duluth.

Terms: This agreement obligates the purchaser to full payment for services delineated in this document, including Exhibit A and/or B if applicable. Work is invoiced as scheduled and performed, with payment due within 30 days after invoicing. Rearrangement or cancellation of dates within the year requires prior written agreement from The Origins Program.

The Origins Program:

Mr. Terrance Boss

Date: 2/3/2010

Authorized signature:

[Signature]

Date: 2/4/10



3805 Grand Avenue South, Minneapolis MN 55409
 (612) 822-3422 • FAX (612) 822-3585
 origins@originsonline.org • www.originsonline.org

Origins Letter of Agreement

Date: 2/1/2010
Contract #: 9229

The Origins Program, Inc. hereby agrees to provide consultation / training, and the client agrees to accept and pay for said consultation / training as follows:

Client:

School: Grant Language and Arts Magnet School
 Address: 1027 N. 8th Ave. E.
 Duluth, MN 55805
 Main Phone: (218) 733-2156

Fees:

<i>Responsive Classroom</i> ® Consulting - 2 Days @ \$1,500.00	\$3,000.00
Total:	\$3,000.00
Travel Expenses Additional	

Description of Work:

Date	Time	Consultant	Description
2/11/2010	8:00-4:00	Carolyn Rottman	Responsive Classroom Consulting
3/18/2010	8:00-4:00	Carolyn Rottman	Responsive Classroom Consulting

Contract Notes:

Stephanie Heilig is the Principal and Contact at Grant. stephanie.heilig@duluth.k12.mn.us This Letter of Agreement is being paid by a SAFE Schools grant. Send Letter of Agreement to Susan Richards c/o SAFE schools, Duluth.

Terms: This agreement obligates the purchaser to full payment for services delineated in this document, including Exhibit A and/or B if applicable. Work is invoiced as scheduled and performed, with payment due within 30 days after invoicing. Rearrangement or cancellation of dates within the year requires prior written agreement from The Origins Program.

The Origins Program:

Dr. Terrance Ross

Date: 2/3/2010

Authorized signature:

W. Hanson

Date: 2/4/10



3805 Grand Avenue South, Minneapolis MN 55409
 (612) 822-3422 • FAX (612) 822-3585
 origins@originsonline.org • www.originsonline.org

Origins Letter of Agreement

Date: 2/5/2010
Contract #: 9230, Responsive Classroom[®]

The Origins Program, Inc. hereby agrees to provide consultation / training, and the client agrees to accept and pay for said consultation / training as follows:

Client:

School: Congdon Park Elementary School
Address: 3116 E. Superior St.
 Duluth, MN 55812
Main Phone: (218) 336-8825
Contact: Deb Rickard
Title: Principal
Phone: (218) 336-8825
Email: Deb.Rickard@duluth.k12.mn.us

Fees:

Responsive Classroom Consulting	1 Day @ \$1,500.00	\$1,500.00
	Total:	\$1,500.00
	Travel Expenses Additional	

Description of Work:

Date	Time	Consultant	Description
2/25/2010	8:00-3:30	Carolyn Rottman	Full Day Responsive Classroom Consulting

Contract Notes:

This consulting day is being supported by a SAFE Schools Grant. Send to Susan Richards c/o SAFE Schools, Duluth.

Terms: This agreement obligates the purchaser to full payment for services delineated in this document, including Exhibit A and/or B if applicable. Work is invoiced as scheduled and performed, with payment due within 30 days after invoicing. Rearrangement or cancellation of dates within the year requires prior written agreement from The Origins Program.

The Origins Program:

Dr. Terrance Boss

Date: 2/12/10

Authorized signature:

W. C. Hanson

Date: 2/17/10



Sustainable Twin Ports Memorandum of Understanding

.. 2010 Training cohort: "Level 3: Practices in Sustainability"

The following is a Memorandum of Understanding between Duluth Public Schools (Trainee Organization) and Sustainable Twin Ports for participating in the 2010 training cohort of "Level 3: Practices in Sustainability".

The intent of this document is to ensure that each party understands their commitment during the period from March 11, 2010 through October 14, 2010 in support of the project described below. This document is designed to be a 'good faith' agreement and not for either party to be legally bound by its contents.

Sustainable Twin Ports is committed to:

- Providing comprehensive sustainability training and strategic action planning for up to five staff;
- Providing on-going support and coaching in developing a sustainability action plan during the training;
- Arranging and organizing opportunities to learn and share information;
- Including participant organizations in public outreach opportunities, media opportunities, and case study dissemination via The Natural Step network and other sustainability forums.

Participating Organization is committed to:

- Signing the Memorandum of Understanding and paying the training fee in full by February 8, 2010;
- Establishing a Sustainability Team of two-to-five people within their staff;
- Having senior management attend an introductory session;
- Committing the time for all team members to attend all training sessions to the fullest extent possible, and committing time for completing team assignments;
- Playing a leadership role in the community with respect to sustainability following completion of training;
- Supporting the implementation of the action plan created by the sustainability team;
- Participating with other trainee organizations in community outreach to promote the lessons, stories and benefits of their experiences with sustainability, with a goal of creating a culture of sustainability in the Twin Ports.

Sustainability Team Commitment:

Members of each team are committing to being 'pioneers' in creating an implementable, sustainability action plan for their organization. They will be researching, visioning, planning and championing their plans and will need upper-level support to implement these sustainability strategies at an organizational level.

Sustainability Team members commit to:

- Attending all scheduled training sessions to the fullest extent possible;
- Learning about The Natural Step Framework and implementing it in their organizations;
- Completing team assignments between training sessions;
- Providing all necessary documentation to Sustainable Twin Ports' training staff in a timely fashion;
- Documenting their sustainability action plan and its implementation;
- Sharing this information with other participating organizations and the broader community;
- Maintaining active communication with the training staff for the duration of the training.

Training Calendar:

All training sessions are scheduled on the second Thursday of the month. The introductory session is two full days and includes an evening session on Thursday. All subsequent training sessions are half-days, from 7:30 – 11:30 a.m.

- March 11 – 12 (Introductory session);
- April 8, May 13, June 10, July 8, August 12, September 9;
- October 14 - Final public showcase/community outreach event (time to be determined)

Time Commitment:

Training sessions represent approximately 45 hours. Team working sessions between trainings will require approximately the same amount of time as the training sessions. Total time commitment is estimated at 90 hours per team member over 7 months.

Training Fee:

An invoice for \$3,500.00 is included with this Memorandum of Understanding. This fee is due on February 8, 2010, along with a signed MOU. This fee covers all training expenses outlined in this agreement.

Participating Organization:

X WCHanson
Signature of President/CEO/Board Chair

X Bill Hanson, CFO
Print Name & Title

X 2/5/10
Date

Training Organization:

Signature of President/CEO/Board Chair

Print Name & Title

Date

Sustainability Team members: (name, email, direct phone)

1. _____
Email: _____
Direct Phone: _____
2. _____
Email: _____
Direct Phone: _____
3. _____
Email: _____
Direct Phone: _____
4. _____
Email: _____
Direct Phone: _____
5. _____
Email: _____
Direct Phone: _____

Please complete all information fields, print, sign and return to the address below along with a check made payable to Sustainable Twin Ports. A signed copy and receipt will be mailed to you prior to March 11, 2010.

ATS Project Success
20674 Hall Road
Clinton Township, MI 48038
Phone: (586) 465-9474
Fax: (586) 465-9481

2/3/10

Mary Ann-

Enclosed is the signed contract you requested, along with a copy of our insurance certificate and W-9 form. Please let me know if you need any additional information.

Thank you,

A handwritten signature in black ink that reads "Sarah Thompson". The signature is written in a cursive style with a large initial "S".

Sarah Thompson
ATS Project Success
800.297.2119 ext. 208

NO CHILD LEFT BEHIND
Master Contract for Supplemental Educational Services

This Contract entered into by and between Independent School District 709/ Duluth Public Schools (hereinafter referred to as DISTRICT) and ATS Project Success hereinafter referred to as PROVIDER) for Supplemental Educational Services to DISTRICT students (hereinafter referred to as Students).

In consideration of the promises and the mutual covenants and agreements set forth in this Contract, the DISTRICT and PROVIDER agree as follows:

I. CONTRACT PURPOSE

- A. The purpose of this Contract is to define the rights and obligations of the parties with respect to Supplemental Educational Services (SES) provided by PROVIDER to DISTRICT for Students under the provisions of No Child Left Behind (NCLB).
- B. PROVIDER warrants that it is qualified to and able to provide the Supplemental Educational Services (SES) required by the DISTRICT for Students as described in each Student's Individual Learning Plan.

II. CONTRACT DURATION.

This contract shall become effective on September 9, 2009, and shall remain in effect until June 30, 2010.

III. PROVIDER RESPONSIBILITIES

- A. PROVIDER shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules and regulations, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
- B. PROVIDER shall comply with all procedures concerning enrollment, contracting, attendance reporting and billing as specified by the DISTRICT.
- C. PROVIDER shall conduct criminal background checks for all its staff members who have direct contact with children under this contract.
 - a.) PROVIDER will obtain a criminal background check on each such of its staff members prior to such staff member providing any tutoring services under this contract. Criminal background checks will be obtained by the PROVIDER from the State of Minnesota Bureau of Criminal Apprehension and the county of the staff

member's residence, or, if such staff member has not resided in the current county or the State of Minnesota for at least six months, the next, most recent county and/or state of residence will be checked.

- b.) Any conviction appearing on a criminal background check must be presented by mail or courier to the Executive Director of Human Resources for the DISTRICT and the Federal Programs Supervisor for the DISTRICT. The PROVIDER shall include the following information on company letterhead: the name of the staff member, the work assignment, work location, and contact person along with a copy of the background report. The Executive Director of Human Resources will review the criminal background report and make the final decision as to whether or not the PROVIDERS staff member will be allowed to provide service to the DISTRICT under this contract. The PROVIDER must receive written DISTRICT approval before such staff member will be allowed to provide service under this contract.
- D. PROVIDER shall begin services within sixty (60) calendar days from the time the DISTRICT releases student registration information to the PROVIDER. If the PROVIDER is unable to start services within that time, the student will be assigned to another PROVIDER.
- E. PROVIDER is prohibited from offering incentives of any value to Parents/Guardians or their Students for selecting the PROVIDER'S Supplemental Educational Services. If student incentives are offered, the incentives must be appropriately related to the purpose of the student's Individual Learning Plan for academic achievement and should reasonably motivate or reward students for achievement of the specific goals of the Individual Learning Plan. Additionally, the incentive or reward must be directly related to a motivational activity that is part of the provider's plan to facilitate academic achievement. The cost of the incentives and/or rewards must be of nominal value and must not diminish the effectiveness of the original intent of Supplemental Educational Services as set forth in the "No Child Left Behind" legislation of 2001.
- F. PROVIDER shall complete their portion of the Individualized Learning Plan (ILP) for each student within thirty calendar days (30) of beginning services. PROVIDER will not be paid until an Individual Learning Plan is signed by the student's parent and is received and approved by the DISTRICT. PROVIDER shall make no changes in this Student's Individualized Learning Plan without the written consent of the DISTRICT and each Student's Parent/Guardian.
- G. PROVIDER shall provide Supplemental Educational Services to each Student in accordance with each Student's Individualized Learning Plan in a format established by the DISTRICT.

- H. PROVIDER shall provide a written progress report to the DISTRICT and each Student's Parent/Guardian a minimum of four times during the course of the service period or after each 25% of service has been provided, describing each Student's progress as it relates to the student's learning goals.
- I. PROVIDER shall notify DISTRICT of the location and/or change in location, at which it is providing services to DISTRICT'S eligible students. PROVIDER shall allow access to its facilities for periodic monitoring of each Student's instructional program by DISTRICT. Such access shall include unannounced monitoring visits. DISTRICT representatives shall have access to observe each Student at work, observe the instructional setting, interview the provider, and review each Student's progress and all student records maintained on site.
- J. PROVIDER shall maintain daily records of student services provided, including the name/address of student, the name of PROVIDER'S employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to DISTRICT upon request.
- K. PROVIDER shall submit to DISTRICT monthly invoices in the manner prescribed by the DISTRICT.
- L. PROVIDER shall receive compensation only for sessions actually attended by DISTRICT students. Provider shall not receive compensation for student absences.
- M. PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in the Student's Individual Learning Plan. A PROVIDER that desires to use DISTRICT facilities must make a separate application for use of facilities and when applicable, payment for such use. PROVIDER will follow the DISTRICT'S Use of Facilities procedures.
- N. PROVIDER shall retain any and all books, documents, papers, reports and any other records related to the services PROVIDER provides to each Student for six (6) years. PROVIDER agrees that the DISTRICT or its duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to the records that are pertinent to and involve transactions relating to this Contract.
- O. PROVIDER'S accounting practices and procedures relevant to this Contract shall also be subject to examination by the DISTRICT or its duly authorized representative as often as and during such times as

aforesaid. The DISTRICT, or its representative, may duplicate, use or disclose all data delivered under this Contract in any manner consistent with state and federal laws.

- P. PROVIDER shall neither assign nor transfer any part of his/her interest in this contract without the express written consent of DISTRICT.
- Q. All data created, collected, received, stored, used, maintained, or disseminated by PROVIDER in providing Supplemental Educational Services under this Contract is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and PROVIDER must comply with those requirements as if it were a government entity.

IV. DISTRICT RESPONSIBILITIES

- A. DISTRICT shall approve the Individual Learning Plan, which is developed by a TEACHER, the Student's Parent/Guardian and the PROVIDER.
- B. In consideration for services provided under the terms of this contract DISTRICT shall pay PROVIDER up to \$50 per hour, not to exceed One thousand four hundred eighty seven dollars and thirty-two cents (\$1,487.32 for each Student. The maximum number of hours of service per Student rendered shall be 30 hours.
- C. Payments shall be made upon presentation of an accurately completed invoice within 35 days of the date of invoice.

V. INDEMNIFICATION

- A. PROVIDER shall indemnify, defend and hold DISTRICT harmless from and against any and all liability, judgments, costs, damages, claims or demands including reasonable attorney's fees, that arise out of the acts or omissions of PROVIDER, or its employees or agents and that arise out of the performance of this Agreement.
- B. DISTRICT shall indemnify, defend, and hold PROVIDER harmless from and against any and all liability, judgments, costs, damages, claims or demands, including reasonable attorneys' fees, that arise out of the acts or omissions of DISTRICT, or its employees or agents, and that arise out of the performance of this Agreement.

VI RIGHT TO WITHOLD

- A. DISTRICT may withhold payment to PROVIDER, upon written notice of such withholding, when in the opinion of the DISTRICT:

- a. PROVIDER'S performance, in whole or in part, either has not been carried out or is insufficiently documented.
 - b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
 - c. PROVIDER has failed to submit the invoice in a timely and accurate manner.
- B. If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency.

VII. INSURANCE REQUIREMENTS

- A. PROVIDER shall provide an insurance certificate naming DISTRICT as an additional insured with the maximum liability limits established by Minn. Stat. § 466.04. The coverage required by this section must include Director's and Officer's Errors and Omissions coverage and coverage for any automobiles used for performance of the Contract as a part of general liability coverage.
- B. PROVIDER shall not cancel or revise any insurance coverage required by this section during the term of this Contract without the express written consent of DISTRICT.
- C. PROVIDER shall maintain coverage for Workers' Compensation at the level required by law.

VIII. RELATIONSHIP OF THE PARTIES

It is agreed that nothing contained in this Contract is intended, or should be construed in any manner, as creating or establishing the relationship of partners between the DISTRICT and PROVIDER or as constituting PROVIDER as the agent, representative or employee of the DISTRICT for any purpose or in any manner whatsoever. PROVIDER is to be and shall remain an independent contractor with respect to all services performed under this Contract. PROVIDER represents that it has, or will secure at its own expense, all personnel required to perform services under this Contract.

IX. AMENDMENTS

Any alterations, variations, modifications, or waivers of provisions of this Contract shall be valid only when they have been reduced to writing as an amendment to this Contract and duly signed by the parties hereto. In the event any provision of this Contract is found to be contrary to state or

federal law, then such provision shall be deemed invalid except to the extent permitted by law, but all other provisions of the Contract shall continue in full force and effect.

X. TERMINATION OF CONTRACT

- A. If the PROVIDER is unable to meet each stated individual Student's goals and timelines as specified in the Statement of Goals, the DISTRICT may withdraw that Student from the PROVIDER'S services.
- B. If any Student has unexcused absences for more than three consecutive sessions scheduled during a semester or have unexcused absences for more than 25 percent of the scheduled sessions, the DISTRICT may withdraw such Student.
- C. A Student's Parent/Guardian may terminate service at any time, or request to change providers in consultation with and approval from the DISTRICT.
- D. This Contract may be canceled by either party, prior to said termination date upon thirty(30)days written notice to the other party and without showing cause.
- E. Upon receipt of notice of cancellation, PROVIDER shall discontinue provision of service on the date specified for each Student specified and cancel all expenditures related to the specific cancellation.
- F. PROVIDER shall maintain all records relating to performance of this contract and upon request shall submit all records to the DISTRICT.

XI. DEBARMENT AND SUSPENSION

PROVIDER in executing this agreement is certifying that it is not currently debarred, suspended, or proposed for debarment from participating in this or any other agreement by any federal department or agency.

XII. REMEDIES

Either party's failure to insist upon strict performance of any requirement of the Contract or to exercise any right contained in the Contract, shall not be a waiver or relinquishment of any requirement.

XIII. NOTICES

Any notice or demand, which may or must be given or made by a party to this Contract, under the terms of this Contract or any law or regulation, shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

FOR DISTRICT

Duluth Public Schools
215 North First Avenue East
Duluth, MN 55802

FOR PROVIDER

ATS Project Success
20674 Hall Road
Clinton Township, ME 48038

Any party may designate a different addressee or address at any time by giving written notice thereof as above provided. Any notice, if mailed, properly addressed, postage prepaid, registered or certified mail, shall be deemed dispatched on the registered date or that stamped on the certified mail receipt and shall be deemed received when it is actually received.

XIV. MINNESOTA LAW TO GOVERN

This Contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to the Contract shall be venued in the State of Minnesota.

XV. ENTIRE CONTRACT

This Contract shall constitute the full and complete Contract between the parties to the Contract. All prior representations, understandings and agreements are merged into this Contract and are superseded by this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date and year first written above.

Duluth PUBLIC SCHOOLS

PROVIDER

By W. Hanson
By Howard Weary →

Title CFO
Title President →

Date 2/12/10
2-3-10 → Date

20674 Hall Road → Address

Clinton Township, ME 48038

City, State, Zip

38-2709553

Federal Tax ID

(800) 297-2119

Phone Number

(include Area Code)

(586) 465-9481

Fax

(include Area Code)

Billing Address (if different from

above):

Memorandum

TO: Bill Hanson, Chief Financial Officer, ISD 709

FROM: Jodi Korzenowski, Project Director

DATE: March 1, 2010

SUBJECT: Barbara Burke, Consultant

BACKGROUND: We are seeking to extend the contracted consulting services of Barbara Burke, dba. Creating Futures, LLP.

RECOMMENDATION:

It is recommended that the Duluth School Board direct Administration to accept an addendum for the contracted services of Barbara Burke with costs not to exceed \$24,000 as outlined in the attached 'Proposal for Contract Extension for SSHS', to provide sustainability consulting services for the Duluth, Hermantown and Proctor SSHS Initiative. In addition, the school board authorizes the Chair to approve said contract, reflecting terms substantially consistent with the proposal.

Proposal for Contract Extension for SSHS: January-June, 2010

Creating Futures, LLP

Barbara S. Burke, Ed.D, Education Consultant

	Group	Consultant Responsibility	Deliverable
January	Superintendent Meeting	Prepare <i>Summary of Sustainability Planning</i> to-date, using the SSHS 'Foci of Sustainability' template	<i>Summary of Sustainability Planning</i> as of 1/20/09 Design tool for Agency discussions
	Partner Meeting	(1/25/10) Modify <i>Summary of Sustainability Planning</i> for Partners as needed; and Design, prepare for and facilitate hands-on activity for Partners around the topic of sustainable v. non-sustainable functions	Report: <i>Summary of Sustainability Planning, 1-22-10</i> (includes data from each group listed in the 'activity' column for January Group Meetings) All materials for the Activity Summary of Partner Feedback
	Group Meetings: Comprehensive Groups	SEL- MH & EC – (1/4-8/10) Review DRAFT 1 of <i>Sustainability Planning Worksheets through email, modify as needed</i>	For each group - <i>Sustainability Planning Worksheet – DRAFT 2</i>
		SEL- MH & EC – (1/19-21/10) Meet with groups to identify non-sustaining functions and plan for completing/phasing-out those functions Truancy – (1/19-21/10) Meet with LSS Consultant to identify the nexus of our activities and draft the <i>Sustainability Planning Worksheet</i> for SSHS & LSS staff review	Template and directions to complete planning document & Summary of Recommendations regarding completion/phase-out of non-sustaining functions Plan with staff prior to mtg. Completed <i>Sustainability Planning Worksheet- DRAFT 1</i>
	Work Group Meetings: Phase II Groups(Condensed)	Wellness & Cross-Cultural - (1/19-21/10) Plan and co-facilitate with SSHS staff, sustainability planning meetings	Meeting Agenda, Worksheets & a completed <i>Sustainability Planning Worksheet</i> for each grp
February	Superintendents & Agency CEOs	Prepare DRAFT communication document including directions for District/Agency discussions regarding budget implications for the proposed Work Group <i>Sustainability Plans</i>	Template to Guide District/Agency discussions regarding Budget Implications of <i>Sustainability Plans</i> ; and Completed summary of <i>Sustainability Plans</i> for review
	Partners	Communication regarding March Mtgs.	
	Work Group Mtgs: Comprehensive	Prepare directions and materials needed for the groups to complete the 'TASK' section of their <i>Action Plans</i>	Template for <i>Action Plans</i> , including an Implementation Plan for September, 2010
	Work Group Mtgs: PhaseII,Condensed	Send completed <i>Sustainability Planning Worksheet- DRAFT 1</i> and DRAFT <i>Action Plans</i> to groups for review	Completed Draft <i>Action Plans</i> based on January discussions

	Group	Consultant Responsibility	Deliverable
March	Superintendents Meeting	Plan with SSHS staff to prepare for their discussion on DRAFT Action Plans	Summary document outlining DRAFT <i>Action Plans</i> from the work groups prior to meeting
	Partners Communication	Work with SSHS staff to design, send out compile results of survey to Partners to get their input on the work group <i>Action Plans and</i> for them to identify where in their agency, the responsibility for Priority Functions could be placed.	Summary - Draft <i>Action Plans</i> Communication & Survey Summary of Survey Results
	Work Group Mtgs: Comprehensive	Design process for review of work group <i>Action Plans</i> , including a discussion regarding potential unintended consequences	Agenda Completed <i>Action Plans</i> based upon work group and partner reviews
	Work Groups: PhaseII, Condensed	Summarize work group responses to DRAFT <i>Action Plan</i> and revise as needed	Completed <i>Action Plans</i>
April	Superintendents Meeting	Plan with SSHS for their meeting with Superintendents for final review of <i>Sustainability Plans & Action Plans</i>	Summary document outlining work group <i>Sustainability Plans & Action Plans</i>
	Partners Meeting	Design activity to create a visual representation of the SSHS Sustainability Network that demonstrates locations and necessary linkages for implementation of the <i>Sustainability Plans & Action Plans</i>	Compile Network Information generated by the Partner teams to create a visual image of an "Over-all SSHS Sustainability Network" for Final Report
	Work Group Mtgs: Comprehensive	Work with SSHS staff to inform Partners of our request for participation of active work group members	All active team members encouraged to participated in Network Activity at Partner's Meeting
	Work Groups: PhaseII, Condensed	Work with SSHS staff to inform Partners of our request for participation of active work group members	All active team members encouraged to participated in Network Activity at Partner's Meeting
May		Summarize Implementation Plans for Sept. 2010	Completed Summary Report of Sustainability Plans for Goal 7 for the Final Report
June	Celebration of Success		

Fees for Consultant Services for this Contract Extension will be based on \$200/hr., not to exceed \$24,000 for the period of January 1 – July 1, 2010.

Creating Futures, LLP

Date

41-1863326

Fed. Tax ID

ISD #709 Representative

Date

Creating Futures, LLP

12-28-09

C.b.a

AGREEMENT

APPROVED BY
THE SCHOOL BOARD
day of ~~NOV~~ 17 2009, 2009, by and
AS A PART OF
THE BUSINESS AGENDA

THIS AGREEMENT, made and entered into this _____ day of _____, 2009, by and between Independent School District #709, a public corporation, hereinafter called District, and _____ Creating Futures _____, 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 October 1, 2009, and shall remain in effect until July 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. **Performance.** (See Attachment for Deliverables.)
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 \$ 24,000. 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, using the District Invoice attached as Attachment A. This invoice must be submitted within 30 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 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.



Barbara S. Burke, EdD
Education Consultant
5862 North Shore Drive
Duluth, MN 55804

218/239-5530 (cell)
218/525-3939 (home)

Creating Futures[©]

Creating Futures with Individuals, Teams, Organizations & Communities

C.b.a.

MEMORANDUM

DATE: October 22, 2009

TO: Jodi Korzenowski, Director
Safe Schools Healthy Students Grant

FROM: Barbara S. Burke, EdD
Creating Futures, LLP

RE: Contract Deliverables

As per our earlier discussion, I am submitting to you, a list of five deliverables that will be built into my contract with Duluth Public Schools for work to be completed in conjunction with the Safe Schools Healthy Students Grant.

1. Development of a Sustainability Process and Timeline for Partners and Work Groups to achieve work outlined in E6 and Goal 7, in conjunction with Project Director and Grant Evaluators.
2. Facilitation of Hands-on Learning Experiences for Partners at 4 quarterly Partners Meetings: October, 2009; and January, April and July, 2010. This includes planning meetings, preparation of materials, and debriefing the results of the sessions.
3. Using an adapted version of the 'train the trainers' model, design and facilitate work group meetings focused on setting priorities and procedures for sustainability of Grant initiatives.
4. Consultative services to grant staff and work groups on the Adaptive Processes (Heifitz, 2008) for achieving sustainable networks and processes.
5. Consultative services to grant staff and work groups on the Technical Processes (Heifitz, 2008) necessary to achieve Grant Elements E6 & E7.

Memorandum

TO: Bill Hanson, Chief Financial Officer, ISD 709

FROM: Jodi Korzenowski, Project Director

DATE: March 1, 2010

SUBJECT: Communication Services

BACKGROUND: We are seeking to contract for communication services for the Safe Schools, Healthy Students grant. An ad was placed and 5 of 30 applicants were identified as finalists and Parker Creative Communications was selected to provide these services.

RECOMMENDATION:

It is recommended that the Duluth School Board direct Administration to finalize a contract with Parker Creative Communications with costs not to exceed \$17,500 as outlined in the attached contract, to provide communication services for the Duluth, Hermantown and Proctor SSSHS Initiative. In addition, the school board authorizes the Chair to approve said contract, reflecting terms substantially consistent with the proposal.

AGREEMENT

THIS AGREEMENT, made and entered into this day of February 15th, 2010, by and between Independent School District #709, a public corporation, hereinafter called District, and Parker Creative Communications, 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 March 1, 2010, and shall remain in effect until July 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. **Performance.** Working in partnership with the Safe School/Healthy Student director and administrative team, Sarah Parker, will establish and implement a communications strategy. The goals are: to raise visibility of the program, create a comprehensive overview of program accomplishments, provide structure and clarity to the message, establish vehicles with which to disseminate that message, generate good will and gain support toward the future sustainability of the program after federal funding expires.
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 \$17,500. 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, using the District Invoice attached as Attachment A. This invoice must be submitted within 30 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 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 Jodi Korzenowski, Safe Schools/Healthy Students, 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 6305 Barrie Road, Edina, MN 55435.

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.

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

Chair

Title

Clerk

Title

Program Director

Taxpayer Identification Number

Director of Business Service

Project Overview: Safe Schools/Healthy Students is a federally funded initiative that has been part of the Duluth, Hermantown and Proctor school districts for the past four years. The program's funding will be coming to a conclusion in six months. The program director and her associates are seeking a communications plan that will enable them to clearly and effectively articulate the impact Safe Schools/Healthy Students has had on area schools and students. This program has been a collaborative effort with the St. Louis County Public Health & Human Services Department, Duluth, Hermantown, and Proctor Police Departments, St. Louis County Sheriff's Department, St. Louis County Juvenile Justice authorities, Community Mental Health and other community organizations. Outreach will be directed toward these collaborative partners, school district superintendents, school principals and staff, and other targeted audiences as determined.

This scope of work is expected to last six months, with Parker Creative Communications working in partnership with the Safe School/Healthy Student director and administrative team to establish and implement a communications strategy. The goals are: to raise visibility of the program, create a comprehensive overview of program accomplishments, provide structure and clarity to the message, establish vehicles with which to disseminate that message, generate good will and gain support toward the future sustainability of the program after federal funding expires.

Work will begin with research and discussions with staff to gain a clearer overview of the Safe Schools/Healthy Students initiative and its impact. After gaining a good grasp of the program, a communications plan and next steps will be provided. Implementation will follow agreement on the plan of action.

Development of communications plan and implementation includes:

- Research information on Safe School/Healthy Students program on local and national level
- Review existing materials relevant to existing programs and best practices of program in Duluth, Hermantown, and Proctor school districts
- Meet with staff to gain additional insight into the program and accomplishments
- Work with staff to identify program success stories
- Work with staff to clarify key messages
- Identify key audiences for communications outreach
- Provide communications plan of action
- Establish timeline for implementation
- Coordination of implementation of communications strategy
- Research and provide recommendations on appropriate communications tools to reach key audiences
- Work with staff on development and utilization of communications tools
- Research existing website and provide recommendations, action to move forward
- Copywriting
- Layout / Design as needed
- Project coordination of printed materials
- Coordination of end of program celebration
- Other items as agreed upon

Timeline:

This project is expected to run from February 2010 through July 2010

Reporting Structure:

Primary communication will be by email and phone, with scheduled meetings as required. I would recommend face-to-face meetings at minimum once every two weeks, to ensure all work is staying on track and within established timelines.

Estimated Fees:

Anticipated hours: 45 hours per month for first three months. I propose a flat rate of \$2,500 per month for the first three months, providing you the opportunity to budget accordingly, and offering a discount from my nonprofit rate of \$65 hour. If hours vastly exceed what's anticipated, we can discuss making necessary adjustments. Upon completion of the first three months, I propose we review the progress made, determine remaining tasks, and adjust accordingly. It is anticipated the last three months would require less time than the initial three months.

Terms: Invoiced: monthly

Payment: Net 15 from date of invoicing

Payable to:
Parker Creative Communications
6305 Barrie Road
Edina, MN 55435

Thank for the opportunity to submit this scope of work. I look forward to helping you share the success stories of the Safe Schools/Healthy Students program.