

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 1<sup>st</sup> day of June, 2011, by and between Independent School District #709, a public corporation, hereinafter called District, and Grant Community School Collaborative, 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. **Dates of Service.** This Agreement shall be deemed to be effective as of June 1<sup>st</sup>, 2011, and shall remain in effect until August 5, 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. **Performance.** The Grant Community School Collaborative agrees to provide staff training, management, coordination, supervision, and instructional services for the Title 1 and sponsored Summer School Program: COMPASS Summer School and Hillside Youth Theatre Summer School. These programs will serve 110 students in the Grant-Nettleton schools/ neighborhoods for 6 weeks during the summer. Time and supply costs for training VISTA members, and UMD America Reads work-study students serving as tutor-mentors is included in this contract.(see attached staff and volunteer training agenda) As well, the contract allows time for collection and reporting of performance data. Students will attend the programs for a minimum of 12 hours per week, and most will attend for 16 hours per week. The programs will provide standards-based experiential learning. Outcomes will be measured by pre- and post-assessments and performance rubrics. Program results will be shared with ISD #709 principals and other stakeholders. (see attached Goals, Objectives, Indicators, and Outcomes) Final payments to the Grant Community School Collaborative for direct service will be made after reports are received.
3. **Background Check .** Background checks will be done by the Grant Community School Collaborative on all staff and volunteers serving in the program.
4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$7,250 (see attached itemized budget) in direct service (\$28,731 additional cost for teachers, supplies and transportation). 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.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
  - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
  - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of \_\_\_\_\_, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> 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 Grant Community School Collaborative, 108 East 6<sup>th</sup> Street, Duluth, MN 55805 .

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to “data on individuals”; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

**Workers’ Compensation Insurance:** Contractor must provide Worker’s Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer’s Liability.

**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

**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 Services**

## COMPASS Camp Summer 2011

<b>Grade Level</b>	<b>Goal (overarching)</b>	<b>Objective (measurable tasks)</b>	<b>Indicator (how to measure)</b>	<b>Outcome (results)</b>
K-3	Comprehension skills	Students will be able to retell a fiction story and recall facts from a non-fiction book.	Students will read books- fictions and nonfiction independently and read alouds. After reading the books the students will use retell cards to practice retelling.	A rubric will be used to measure how the students will retell. 80% of the students will score "meeting the standards or better.
K-3	Vocabulary Skills	Students will be able to correctly use a pre-determine list of Tier 2 vocabulary words.	Students will use Tier 2 words in classroom activities.	A pre/post test will be use. The 50 out of the 60 students will score 80% or better on the posttest.
K-3	Writing Skills	Students will able to express the meaning of concepts taught using a 5 sentence paragraph.	The students will use journals and other writing activities to practice writing a paragraph answering the question of the week and reflecting on the activities of the week.	A rubric will be used to determine the level of learning expressed in the journal entries. 50 out of the 60 students will score "meeting the standards" or better.
K-3	Content : Concepts Mastery	Students will demonstrate an understanding of the theme "Ecology of Us"	The students will create projects that demonstrate the understanding of the concept.	A pre/post test and oral inventory will be used to determine the understanding of the concepts. A rubric will be used to score the posttest/oral inventory. 50 out of the 60 students will score "meeting the