

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 11th day of August, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Myers-Wilkins 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 September 1<sup>st</sup>, 2014 and shall remain in effect until June 30<sup>th</sup>, 2015 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.**

**Program Description:** PACE (Programs for Academic and Cultural Enrichment).

The Summer School and After-School programming will provide students at Myers-Wilkins safe, nurturing, and enriching experiences designed to help build students' academic, creative and life skills.

**Location:** Myers-Wilkins Community School Collaborative

**Schedule:** Meets Monday - Thursdays  
2:30-5:00 p.m. October 2014-May 2015  
8:30-12:30a.m. June 2015- July 2015

### **Program goals:**

1. Improve academic and social achievement of 60+ Myers-Wilkins students through tutoring and enrichment activities employing well-trained, culturally competent staff.
2. Maintain clear, on-going communication between classroom teachers and after-school and summer staff to identify students' needs and goals.
3. Provide high-quality programming, through highly engaging arts, literacy, science, language, leadership and health/recreation activities in an after-school setting.
4. Ensure equitable access to after-school and summer programming.
5. Foster positive relationships between school, home(parents) and community and increase parent involvement.

### **Outcomes for Participants:**

1. By the end of the 2014-15 school year, or the end of summer program, 90% of the participating students will have reached 90% of their personal academic goals.
2. Within two weeks of beginning a program, 100% of the students who participate in the afterschool COMPASS program or summer school academic program will have an individual learning plan with clearly stated goals and outcomes.

3. Student participants will develop robust vocabulary, knowledge, and skills in their chosen class topics.
4. Provide safe, reliable transportation for students.
5. Increased parent engagement and communication through parent advisory Council, Parent/community focus groups, volunteer opportunities, family classes and/or special events. Family Liaison's will contact families monthly through phone conversations or in person, in addition to a monthly newsletter.

### **Program Design:**

Beginning in October of 2014 approximately 60 referred students will participate in after-school enrichment classes focused on academic support, Social Emotional Learning, and STEM education. Students will receive structured, academic instruction 3 days a week, taught by certified teachers and supported by additional staff and volunteers. In addition, once a week, students will have a choice of a science, arts, literacy, language, leadership, or health/recreation based class. Each of the classes will meet for 10-12 weeks 4 times per week. Each student enrolled in the COMPASS program will have an assigned family liaison and an Individual Learning Plan.

The program will conclude in May with a family and community event highlighting students' work through a slide show, performances and exhibits. Transportation and meals are provided for all family events.

The Executive Director and Director of Youth Services will be responsible for orchestrating the logistics of enrollment, implementation and transportation; providing a nutritious snack, and program support for the students, families, instructors, and volunteers involved in this program. In addition, they will coordinate family events/classes and collaboration other organizations and individuals offering programs and supports to families within the school.

The Family liaisons work directly with students, developing and implementing curriculum and assessments. They recruit, train, and supervise volunteers, work-study students and Americorp members. They meet with teachers on an on-going basis to identify student goals, progress, and needed supports. Family liaisons, Americorp members, community instructors and EXCEL teachers will provide instruction and coaching with assistance from work-study students and college/community volunteers.

The MWCSC will be responsible for maintaining program fidelity in accordance with the specified outcomes and implementation design. Appropriate assessment tools for measuring outcomes and reporting results will be the responsibility of the MWCSC in partnership with Myers-Wilkins administrators. A final report and will be submitted to ISD #709 Administration at the conclusion of this contract.

MWCSC will be responsible for recruitment, training, support and compensation (through funds requested in this contract) of the project coordinators and contracted instructors. MWCSC will also purchase (using funds requested in this contract) supplies required for the program. MWCSC will be responsible for the costs of transportation (through funds requested in this contract).

### **Assessment:**

Student outcomes will be reported 3 times annual through compilation of attendance data, surveys, and pre-post assessments. A summary report with the assessments results will be submitted to ISD#709 in December, 2014, May 2015, and August 2015.

### 3. Projected Budget:

Cost Item Description	Purpose	Outcome	Annual Cost 9/1/14-6/30/15
<b>Executive Director</b>	Manage collaborations with organizations and individuals providing programming for youth and families.	Smooth operation of programming for youth families; including events and classes. Increase parental engagement and provide additional resources and services for families.	\$8616.69 salary & taxes 10 hrs./week for 10 months
<b>Director of Youth Services</b>	Coordinate logistics of enrollment, training, implementation, transportation building use and obtaining materials.	Smooth operation of all after-school programming.	\$7,817.33 salary & taxes 10 hrs/week for 10 months
<b>Family Liaison</b>	Develop and Implement educational social emotional curriculum. Collaborate with teachers to develop ILP's and provide needed support for students.	Provide safe, nurturing and enriching experiences designed to help build students' academic, creative and life skills.	\$6,644.73 Salary & taxes 10 hrs/week for 10 months
<b>Program Supplies</b>	Supplies needed for classes and events: notebooks, pens, manipulative, books, art and science supplies, ect.	Provide supplies needed for engaging programming.	<b>\$371.25</b>
<b>Meal Prep and Serving</b>	Ensure a healthy meal is served for families prior to events, classes and parent advisory council.	Convenience for families; encourages consistent attendance and involvement.	10 events x 4hr./ week x \$11hr. <b>Total: \$550</b>
<b>Transportation:</b>	Provide Bussing for students during the school year and summer programs. Provide transportation for families for school events.	Maintain consistent attendance and provide equitable access for all students. Provide equitable access for all families to participate in events and school	After-school and summer bussing for students/ transportation for families for special events. <b>Total Cost: \$16,000</b>
<b>Total Cost for 9/1/14 – 6/30/15</b>			<b>\$40,000</b>

**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 \$ 40,000. 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.

**Requests for Reimbursement.** Contractor shall request reimbursement on a monthly basis with documentation, using the Invoice attached as Attachment A. This invoice must be submitted within 30 days of the end of the month being billed for.

**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 \_\_\_\_\_, 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: Myers-Wilkins Community School Collaborative, 108 East 6<sup>th</sup> Street, Duluth, MN 55805 Attn: Jennifer Eddy, Executive Director.

**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.

**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.

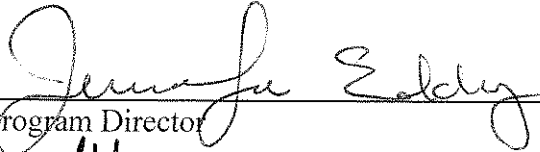
**Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

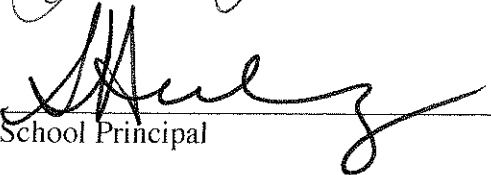
**Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates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

**Insurance.** (If applicable)

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.

Myers-Wilkins Community School Collaborative    41-2002724    8/7/14  
Contractor    SSN/ Tax Identification Number    Date

 \_\_\_\_\_    8/13/14  
Program Director    Date

 \_\_\_\_\_    8/13/14  
School Principal    Date

\_\_\_\_\_  
Director of Business Service / Superintendent of Schools    Date



# MYERS-WILKINS COMMUNITY SCHOOL COLLABORATIVE

A partnership dedicated to youth development, lifelong learning,  
celebration of diversity and community engagement.

## INVOICE

Date:

Attn:

ISD # 709

215 N. First Ave. E.

Duluth, MN 55802

SAMPLE

Date	Description	Amount
	<p>Myers-Wilkins Community School Collaborative: PACE program</p> <p>30% of total contract total (\$24,400) reimbursement for:</p> <p>Executive Director Salary /Taxes (partial)           \$</p> <p>Director of Youth Services Salary/Taxes (partial)   \$</p> <p>Family Liaison Salary/Taxes (partial)               \$</p> <p>Transportation:   \$</p> <p>Program Supplies:   \$</p> <p>Meal Prep/Service:   \$</p>	\$ (Total Amount)
	<b>TOTAL</b>	\$

From: Myers-Wilkins Community School Collaborative  
1027 N. 8<sup>th</sup> Ave. E.  
Duluth, MN 55805