

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 7th day of June, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Lutheran Social Services of Minnesota (LSS), 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 09/01/2019 and shall remain in effect until 06/07/2020 (the 2019-20 school year) 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. The term of this Agreement may be extended upon written mutual agreement and will be reviewed annually to ensure that it is fulfilling its purpose and to make any necessary revisions.

2. **Performance.** Together, the Parties enter into this contract to provide prevention and early intervention services to youth and families in order to increase school attendance and decrease the number of students requiring referral to social services for education neglect.

Each party will appoint a person to serve as the contact and to coordinate the activities of each organization in carrying out this contract. Dawn Shykes, Youth Services Director, will serve as the initial appointee from Contractor. Amy Worden, School Principal, will appoint individuals to represent Myers-Wilkins Elementary School.

**Contractor, the lead applicant and fiscal agent, agrees to:**

- Provide services to youth and families identified as having attendance problems in Duluth Public Schools.
- Help assess and identify the underlying factors contributing to student's absenteeism, and work with students and their families to remove these barriers.
- Develop individualized plans and provide incentives to improve student attendance.
- Consult with school support team on possible referrals for students and families to supportive community services unless student or family are at risk of harm or in imminent danger.
- Contractor appointed staff will participate in weekly Students of Concern meeting.
- Provide a '20-hours of absence intervention' to elementary school students and families.
- Provide safety training regarding the transportation of clients including the use of car seats, ensuring proper insurance is maintained, vehicles have passed a motor vehicle inspection. Policy regarding transportation of students or families will be maintained by Contractor.
- Contractor will maintain professional liability insurance for Contractor staff working in the schools (see item 17 below).

- Contractor will maintain the right to decline or refuse services to students and families. Final decisions for services will be determined by Contractor staff.
- Youth Services Director will meet with building principal quarterly to monitor program effectiveness, review process of referrals, and make program changes if necessary.

**District agrees to:**

- Partner with Contractor Advocates to help identify and screen appropriate at-risk clients in need of attendance support services.
- Provide a private work space to Contractor Advocates with computer, phone and workstation.
- Provide access to District email, provide access to student information including Infinite Campus, and provide door access (door key and/or key fob).
- Provide a locked cabinet for confidential information in designated Contract work space.

**3. Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

**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 \$ 0.00.

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.

**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. 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.

**8. 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.

**9. 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: ISD 709, Duluth Public Schools, Attn: Amy Worden, 215 North First 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 to (mailing address with zip) 1422 East Superior Street, Duluth, MN 55805.

**10. 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.

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

**12. 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.

**13. 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.

**14. 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.

**15. 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.

16. **Insurance.** (If applicable) 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.

17. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**REMAINDER OF PAGE BLANK**

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.

 8343198 6.7.19  
Contractor Signature SSN/Tax ID Number Date

 6/12/19  
Program Director Date


**Please note:** All signatures *must* be obtained AND the following *must* be completed by Program Director before submission to the CFO for review and approval.

This contract is funded by the following budget (include full 16 digit code), will be paid using Student Activity Funds or is no cost contract (e.g. Memorandum of Understanding):

          -          -          -          -          -          -  
XX - XXX - XX - XXX - XXX - XXXXXX

Check this box if the contract will be paid using Student Activity Funds

Check this box if this contract is a no-cost contract such as a Memo of Understanding

 6/17/19  
CFO/Superintendent of Schools/Board Chair Date