

AGREEMENT

THIS AGREEMENT, made and entered into this **19 day of July 2018** by and between Independent School District #709, a public corporation, hereinafter called District, and **Jennifer Prachar**, 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 **July 25, 2018** and shall remain in effect until **June 30, 2019**, 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.** Please see attached job description.

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.

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 at the rate of **\$30.00 per hour up to a sum not to exceed \$12,000**. 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.

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 Pam Rees, 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

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.** (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.

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
DULUTH HEAD START

CONTRACTOR

Ma
Chair

Jennifer Proctor
Title

Ma
Clerk

Diethian
Title

James M. Rees
Program Director

Taxpayer Identification Number

Wm. Hunt
~~Director of Business Services~~ Superintendent

**DULUTH HEAD START
JOB DESCRIPTION**

JOB TITLE: Head Start Nutritionist/Dietitian

IMMEDIATE SUPERVISOR: Head Start Director

DEPARTMENT: ISD 709 E-12 Operations

PAY GRADE ASSIGNMENT: \$30.00 per hour

MINIMUM QUALIFICATIONS: Minimum Bachelor's degree in health, nutrition or related field and possesses a current registration with the Commission on Dietetic Registration of the American Dietetic Association or be eligible, registered and ready to take the examination. Have a current valid driver's license and access to reliable transportation.

DESIRED QUALIFICATIONS: Coursework and/or experience with families from a variety of social and cultural backgrounds and families living in economic poverty. Ability to demonstrate effective verbal and written communication skills and to work independently.

DUTIES AND RESPONSIBILITIES:

Overseeing program operations and compliance with Head Start Performance Standards and regulations in the area of food and nutrition under the direction of the Health and Nutrition Coordinator

Consult with the Health & Nutrition Services Coordinator

Review all child files for dietary and nutritional needs

Develop monthly menus for breakfast, lunch and snack that meet nutritional guidelines and work with school district food service department to coordinate meal service

Reflect cultural and ethnic preferences, and include a wide variety of foods

Work with food service, nurse and families on special diets for identified food allergies

Monitor food safety practices

Train staff on food safety and proper serving procedures in accordance with Head Start performance standards

Monitor hemoglobin levels, height and weight on all children in order to identify potential problems and provide follow-up

Monitor and coordinate oral health activities in the program

Provide nutrition counseling and education to individual parents regarding the nutritional needs of their children

Provide information and materials for nutrition education activities in the classroom

Coordinate and provide nutrition education at parent meetings

Consult with teachers regarding concerns about children's eating

Update and revise nutrition area of the program plan

Serve as liaison to nutrition and food resources in the community

Member of Head Start Health Advisory Committee

Other duties as assigned by supervisor.



FISCAL YEAR 2019 BUDGET PROPOSAL AGREEMENT for DULUTH PUBLIC SCHOOL DISTRICT

This AGREEMENT is made by and between the **Arrowhead Regional Computing Consortium**, hereinafter referred to as **ARCC**, and the **Duluth Public School District**, hereinafter referred to as **ISD 709**.

ISD 709 requested assistance from ARCC in preparing its Fiscal Year 2019 Budget, which ARCC is willing to provide as set forth in this Agreement. This Agreement is limited in scope to ARCC providing assistance to ISD 709 in preparing its Fiscal Year 2019 Budget pursuant to the following terms and conditions:

1. ARCC will prepare student projections for the 2018-2019 school year. These projections will be presented to ISD 709 Superintendent William Gronseth for approval. The projections will provide supporting documentation of the last two final years' data and preliminary data from the 2017-2018 school year based on ADM served and adjusted ADM as found on the Minnesota Department of Education website.
2. ARCC will prepare a Fiscal Year 2019 General Education revenue projection based on student numbers approved by Superintendent Gronseth.
3. ARCC will prepare Fiscal Year 2019 food service, levy, community education and other miscellaneous revenue projections.
4. Working with ISD 709 payroll staff, ARCC will work to create a Fiscal Year 2019 annual payroll that includes step and lane changes, retirements and new hires to be used to populate projections for salary and benefit expenditures for the Fiscal Year 2019 Budget.
5. Working with ISD 709 Buildings and Grounds and other appropriate staff, ARCC will work to add long-term facilities maintenance ("LTFM") expenditure projections into the Fiscal Year 2019 Budget.
6. ARCC will provide assistance to the specific ISD 709 departments that are responsible for submitting data for their own Fiscal Year 2019 Budgets as needed to complete the ISD 709 Fiscal Year 2019 Budget. These departments include but are not limited to Technology, Assessment, Curriculum, School Operations, LTFM, Special Education and Community Education.
7. If ISD 709's current software is capable of providing prior year information, both Revenue and Expenditure projections for the Fiscal Year 2019 Budget to be prepared by ARCC will be accompanied

by a three year look back (Final 2016, Final 2017 and In Progress 2018) summarized by object/source category (salaries, benefits, contracted service, supplies, equipment, debt service, etc.). ARCC will project impacts to ISD 709 fund balance accounts if ISD 709's software system allows ARCC to run reports within the parameters described in this paragraph.

8. ARCC will not be responsible for balancing ISD 709's Fiscal Year 2019 Budget. ARCC will not make recommendations for balancing the Fiscal Year 2019 Budget. ARCC will provide opportunities for ISD 709 to make changes to the budget in progress before ARCC presents the Final Fiscal Year 2019 Budget to Superintendent Gronseth.
9. ARCC will provide Superintendent Gronseth with the opportunity to review and approve a preliminary budget. The parties will work collaboratively to address any questions or concerns Superintendent Gronseth raises with respect to the preliminary budget. Once Superintendent Gronseth has approved the preliminary budget, ARCC will prepare 10 copies of the Final Fiscal Year 2019 Budget and delivered them to Superintendent Gronseth. Assuming ARCC is able to readily access the information needed to provide the services described above, it is anticipated that the Final Fiscal Year 2019 Budget will be delivered to Superintendent Gronseth on or before July 31, 2018.
10. ISD 709 understands and agrees that a budget is a living document, meaning it may be subject to change over time as a result of unanticipated events occurring in the future. The parties agree that the financial impact of unanticipated changes in student enrollment, staff changes and future school board action should be reviewed by ISD 709 from time to time and that ISD 709 is solely responsible for making any future changes, modifications, or adjustments to the Final Fiscal Year 2019 to the extent necessary to account for any unanticipated changes as the 2018-2019 school year progresses.
11. Primary ARCC Staff working on this project are Cathy Erickson, Finance, Funding and Management Specialist and Adjunct Instructor of Minnesota School Finance at St. Mary's University and Cindy Lee Olson, Executive Director. Other staff members may be asked to assist to the extent ARCC deems necessary.
12. ISD 709 shall pay ARCC for services provided pursuant to this Agreement at a rate of \$100 per staff hour. In addition, ISD 709 will reimburse ARCC for any specific presentation materials needed to prepare the Fiscal Year 2019 Budget and any travel expenses, including mileage at the IRS-approved rate, incurred by ARCC staff as a result of the services provided by this Agreement. ARCC's routine printing costs associated with the services provided pursuant to this Agreement will be considered overhead and are not billable to ISD 709. The parties anticipate that ARCC's staff will not spend more than a total of 250 hours providing services pursuant to this Agreement. ARCC will notify Superintendent Gronseth in writing when its staff reach 200 hours spent providing services pursuant to

printing costs associated with the services provided pursuant to this Agreement will be considered overhead and are not billable to ISD 709. The parties anticipate that ARCC's staff will not spend more than a total of 250 hours providing services pursuant to this Agreement. ARCC will notify Superintendent Gronseth in writing when its staff reach 200 hours spent providing services pursuant to this Agreement. ARCC must obtain prior written authorization from Superintendent Gronseth in order for its staff to spend more than a total of 250 hours providing services pursuant to this Agreement. ARCC will invoice ISD 709 for its services and any expenses incurred upon completion of the Final Fiscal Year 2019 Budget or upon reaching 250 staff hours providing services pursuant to this Agreement, whichever occurs first. ISD 709 must pay the invoiced amount within 30 days.

13. ISD 709 will promptly provide ARCC with all data necessary to prepare the Fiscal Year 2019 budget. If ARCC encounters any issues receiving data from ISD 709, it must immediately notify Superintendent Gronseth in writing. The parties agree that ARCC's ability to complete the Fiscal Year 2019 Budget by the projected deadline of July 31, 2018 is dependent on ARCC's ability to obtain required information from ISD 709 and that any delays in transferring required information to ARCC may delay the completion of the Fiscal Year 2019 Budget.

IN WITNESS WHEREOF, the parties have executed this agreement in Duluth, Minnesota, on this 28 of June, 2018.

by Cindy Lee Olson
Cindy Lee Olson, Executive Director ARCC

by William Gronseth
William Gronseth, Superintendent ISD 709