

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 19th day of June 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth 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:

Whereas, the District has decided to have the Contractor act as a fiscal agent, hire and supervise Site- Coordinators at Myers-Wilkins Elementary and Denfeld High School.

Now therefore, in consideration of the foregoing and of the mutual promises and covenants herein the parties agree to the following terms and condition of this agreement.

**1. Dates of Service.** This Agreement shall be deemed to be effective as of July 1st, 2018 and shall remain in effect until June 30<sup>th</sup>, 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.** Performance under this agreement is defined in the Memorandum of Understanding.

**3. Background Check.** Provided the Contractor and or the Contractor staff will be working independently with students, the Contractor is subject to compliance with the District's policy on said background checks. 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 up to a sum not to exceed \$113,000. Funding for these positions is allocated through Myers-Wilkins Elementary in the amount of \$63,000 and Denfeld for the amount of \$50,000. 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.**

**Payment:** In consideration of the performance of Partners of their obligations pursuant to this Agreement, District agrees to reimburse the Contractor for services and expenses in performing said obligations. Payment will occur monthly.

**Requests for Reimbursement:** The Contractor shall request reimbursement using the Contractor's official invoice. This invoice must be submitted within 30 days of the end of the period being billed for.

**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. Relationship.** 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 compensation and any other taxes or business license fees as required.

**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 care of Superintendent, 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: Duluth Community School Collaborative, 1027 N 8<sup>th</sup> Ave E, Duluth, MN 55805 Attn: Jennifer Eddy, Executive Director.

**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.** Contractor shall not commence work under the contract until they have obtained all the insurance described below and District 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:

**Worker's 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 or 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.

Contractor will provide District with a certificate of insurance evidencing the following limits of liability within their property/casualty insurance program:

Workers Compensation (Employers Liability)

- Bodily Injury by Accident Each Accident \$1,000,000
- Bodily Injury by Disease Per Policy \$1,000,000
- Bodily Injury by Disease Each Employee \$1,000,000

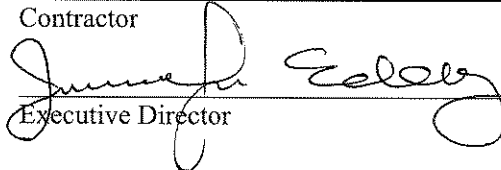
General Liability

- General Aggregate \$1,000,000
- Products & Completed Oper Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

Umbrella

- Each Occurrence \$1,000,000
- Annual Aggregate \$1,000,000
- Retention \$10,000

**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.

Duluth Community School Collaborative	41-2002724	
Contractor	SSN/ Tax Identification Number	Date
		6/4/18
Executive Director		Date
_____ School Principal - Denfeld		Date
_____ School Principal - Myers-Wilkins		Date
_____ School Board Chair		Date