

**Duluth Public School District
AND
MTS Minnesota Connections Academy**

**AGREEMENT FOR PURCHASE OF SERVICE FOR
DEAF/HARD OF HEARING
SPECIAL EDUCATION TEACHER SERVICES**

The following is an Agreement between *Duluth Public Schools*, (hereafter referred to as the Service Provider) and MTS Minnesota Connections Academy. This Agreement shall be effective *September 4th, 2012 – June 6th, 2013*.

I. The Service Provider Agrees:

- A. To provide evaluation, treatment and consultation services for students with a disability and who have IEP/IFSP/IIPs documenting the need for such services under contract at MTS Minnesota Connections Academy. Services shall also be provided to assist in the evaluations of students identified in the evaluations process. Treatment services shall be provided as prescribed by the student's IEP in order to meet the goals as determined by the IEP team.
- B. Not to exceed 12 hours of Deaf/Hard of Hearing Special Education teacher for MTS Minnesota Connections Academy.

II. MTS Minnesota Connections Academy Agrees:

- A. To pay the Deaf/Hard of Hearing Special Education Teacher at the contract rate of \$60.00 per hour.
- B. To remit to the Service Provider, upon receipt of a yearly invoice, the amount due and owing for the services provided.
- C. The Director of Special Education at MTS Minnesota Connections Academy shall supervise the contracted services to ensure that services are provided in accordance with students' IEPs.

ADDITIONAL CONDITIONS

- 1. The Service Provider and MTS Minnesota Connections Academy will comply with all state and federal reporting requirements. The Service Provider and MTS Minnesota Connections Academy will comply with MN Government Data Practices Act, Minnesota Statutes Chapter 13, as applied to all data.

2. The Service Provider consents to disclosure of its social security number, federal employer tax ID number and/or Minnesota Tax ID number already provided to MTS Minnesota Connections Academy.
3. The numbers may be used in the enforcement of federal and state laws resulting in action requiring the contractor to file tax returns, pay delinquent taxes or other state liabilities.
4. Services must be provided to the satisfaction of the MTS Minnesota Connections Academy and not in violation of any federal, state or local laws, ordinances, rules and regulations. The Service Provider will not be paid for work considered in violation of any of those laws or if work is found unsatisfactory.

CANCELLATION

This agreement may be cancelled by The Service Provider or MTS Minnesota Connections Academy at any time, with or without cause, upon 30 days written notice. In the event of such a cancellation, the contractor shall be entitled to payment, determined on a pro rata basis, for work performed to MTS Minnesota Connections Academy satisfaction.

AMENDMENTS

Amendments must be in writing and indicate approval by both parties to the amended terms.

CONFIDENTIALITY

Service Provider acknowledges that, during the term of this Agreement and in the course of performing Service Provider's obligations hereunder, Service Provider may have access to confidential information concerning MTS Minnesota Connections Academy and its students, Service Provider agrees to hold in strict confidence and in trust for the sole benefit of MTS Minnesota Connections Academy all confidential information and will not disclose any confidential information, directly or indirectly, to anyone outside of MTS Minnesota Connections Academy, or use, copy, publish, or summarize, such except during Service Provider's work for MTS Minnesota Connections Academy to the extent necessary to carry out Service Provider's responsibilities under this Agreement.

Service Provider understands that, by virtue of its performance under this Agreement, Service Provider may possess access to educational records protected under the Family Educational Rights and Privacy Act of 1974 ("FERPA") where Service Provider acts in the capacity of a 'School Official' with a legitimate educational interest. Service Provider acknowledges that the intentional disclosure of any FERPA protected information to any unauthorized person could subject Service Provider to criminal and civil penalties imposed by law. Service Provider further acknowledges that such willful or unauthorized disclosure also violates MTS Minnesota Connections Academy's policy and could result in immediate termination of this Agreement.

SUBCONTRACTING Service Provider may not subcontract any of the Services without MTS Minnesota Connections Academy's consent which, in view of the personal nature of services to be provided by the Service Provider may be withheld at the sole discretion of Connections.

STATE AUDIT

The books, records, documents and accounting procedures of the cService Provider and its employees relevant to this agreement must be made available by the STATE for a minimum of 6 years from the end of the agreement.

LIABILITY

The Service Provider agrees to indemnify, save and hold MTS Minnesota Connections Academy; its employees harmless from any and all claims or causes of action, including attorney's fees incurred arising from the performance of this agreement by the Service Provider and its agents or employees.

APPLICABLE LAW AND VENUE

This Agreement shall be deemed to have been made in the State of Maryland and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Maryland, without regard to conflict of laws principles. Judicial proceedings regarding any matter arising under the terms of this Agreement shall be brought solely in the federal or local courts of the State of Maryland.

COUNTERPARTS

This Agreement may be executed in one or more separate counterparts, each of which, when so executed shall, together, constitute and be one and the same instrument.

ELECTRONIC SIGNATURES

This Agreement and related documents may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each Party's acceptance will be deemed binding on the Parties. Each Party acknowledges and agrees it will not contest the validity or enforceability of this Agreement and related documents, including under any applicable statute of frauds, because they were accepted and/or signed in electronic form. Each Party further acknowledges and agrees that it will not contest the validity or enforceability of a signed facsimile copy of this Agreement and related documents on the basis that it lacks an original handwritten signature. Facsimile signatures shall be considered valid signatures as of the date hereof. Computer maintained records of the Agreement and related documents when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

Agreed to by:

MTS Minnesota Connections Academy

By _____

Title _____

Date _____

Duluth Public Schools
ISD 709

By W. C. Hanson

Title CFO

Date 9/26/12