

**Duluth Public School District
AND
Duluth Edison Charter School**

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

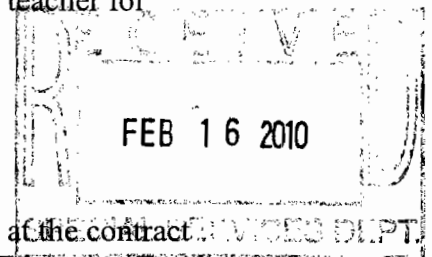
The following is an Agreement between *Duluth Public Schools*, (hereafter referred to as the Service Provider) and Duluth Edison Charter Schools. This Agreement shall be effective *September 1, 2009 – June 30th 2010*.

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 Edison Charter School. 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 students IEP in order to meet the goals as determined by the IEP team.
- B. Not to exceed ten (10) hours of Physical Impaired Special Education teacher and (75) hours of Deaf/Hard of Hearing Special Education teacher for Edison Charter School.

II. Duluth Edison Charter Schools Agrees:

- A. To pay the Physically Impaired Special Education Teacher at the contract rate of \$60.00 per hour and 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 yearly invoice, the amount due and owing for the services provided.
- C. The Director of Special Education at Edison Charter Schools shall supervise the contracted services to ensure that services are provided in accordance with students IEPs.



ADDITIONAL CONDITIONS

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

2. The Service Provider will consent to disclosure of its social security number, federal employer tax ID number and/or Minnesota Tax ID number already provided to the district.
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 Duluth Edison Charter Schools 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 Duluth Edison Charter Schools 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 Duluth Edison Charter Schools' satisfaction.

AMENDMENTS

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

STATE AUDIT

The books, records, documents and accounting procedures of the contractor 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 contractor agrees to indemnify, save and hold the district/agency; 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 contractor and its agents or employees.

Agreed to by:

Duluth Edison Charter Schools

**Duluth Public Schools
ISD 709**

By 

By 

Title Head of School

Title CFO

Date 2-3-10

Date 2/18/10