



Independent School District 625  
Saint Paul Public Schools  
Saint Paul, MN  
**Contract for Consultant Services**  
(Revised 7/2015)

THIS CONTRACT, entered into this 1 day of July 2015, by and between Independent School District 625/Saint Paul Public Schools (hereinafter referred to as DISTRICT), and Duluth Public Schools, Independent School District 709 (hereinafter referred to as CONSULTANT), witnesseth that:

WHEREAS, DISTRICT has determined that it is necessary to retain the services of a qualified person  
WHEREAS, CONSULTANT is duly qualified to perform these services; Provide one manager and at least one instructor to complete the Distance Learning 101 professional development course; to create and implement a distance learning site plan.

(attach additional page if necessary)

NOW THEREFORE, the parties hereto agree as follows:

1. CONSULTANT shall perform the following tasks: (Attach additional page if necessary).

*General Description of Services: see above*

2. Consideration and Conditions of Payment:

- a) In consideration for services provided under the terms of this contract, DISTRICT shall pay CONSULTANT

**(Choose either (1) or (2), whichever applies):**

- (1) Lump sum/ Flat fee \$999.00.

(Provide attachment with detailed information on the rate being charged for services delivered)

**OR**

- (2) Per unit rate at the rate of up to \$      per      not to exceed      dollars \$     .

- b) Payments shall be made by DISTRICT within 35 days after receipt of a valid complete invoice. Invoice must be presented after receipt of satisfactory services and/or materials/equipment. Invoice shall include the following: complete name and address of consultant/vendor, invoice number and date, DISTRICT's purchase order number (without purchase order number invoice is not considered valid and will not be paid, unless contract is under \$1000), a complete description of services performed, such as hours worked (when and where and what specific times and dates) and/or materials/equipment provided. Original itemized receipts must be submitted, if the contract requires the DISTRICT to reimburse reasonable actual expenses (travel etc).

3. Term

This contract shall become effective on July 1, 2015, and shall remain in effect until June 30, 2016. This contract may be cancelled prior to said termination date by either of the parties hereto, upon thirty (30) days written notice and without showing cause.

4. CONSULTANT shall conduct criminal background checks for all its staff members who will have direct contact with children under this contract.

- a) CONSULTANT will obtain a criminal background check on each such of its staff members prior to such staff member providing any services under this contract. Criminal background checks will be obtained by the CONSULTANT from the State of Minnesota Bureau of Criminal Apprehension and the county of the staff member's residence, or, if such staff member has not resided in the current county or the State of Minnesota for at least six months, the next, most recent county and/or state of residence will be checked.

- b) Any conviction appearing on a criminal background check must be presented by mail or courier to the Executive Director of Human Resources for the DISTRICT. The CONSULTANT shall include the following information on company letterhead: the name of the staff member, the work assignment, work location, and contact person along with a copy of the background report. The Executive Director of Human Resources will review the criminal background report and make the final decision as to whether or not the CONSULTANTS staff member will be allowed to provide service to the DISTRICT under this contract. The CONSULTANT must receive written DISTRICT approval before such staff member will be allowed to provide service under this contract.
5. Under this Contract the CONSULTANT is an independent contractor and is not an agent or an employee of the DISTRICT. CONSULTANT shall have no claim against the DISTRICT for vacation pay, sick leave, retirement benefits, social security, worker's compensation benefits, health or disability benefits, unemployment insurance, or employee benefits of any kind, the CONSULTANT shall be responsible for paying all taxes.
6. CONSULTANT shall neither assign nor transfer any part of his/her interest in this contract without the express written consent of DISTRICT.
7. No changes may be made in the terms or conditions of this contract, except by the mutual written consent of the parties hereto.
8. All services provided under this contract shall be performed to the satisfaction of DISTRICT. In the event that this contract is canceled prior to the termination date specified in clause 3, CONSULTANT shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
9. CONSULTANT shall indemnify, save harmless and defend DISTRICT from and against any and all claims, demands or causes of action arising directly or indirectly by reason for CONSULTANT's performance of this Contract, including CONSULTANT's infringement of a third party's intellectual property rights.
10. CONSULTANT grants to DISTRICT a perpetual, nonexclusive, nontransferable, royalty-free license to any and all deliverables CONSUTANT provides hereunder, including without limitation inventions, works of authorship, and technology (including source codes) and any and all methods, processes, procedures, documentation, modifications and derivative works related to such deliverables.
11. MINNESOTA GOVERNMENT DATA PRACTICES ACT COMPLIANCE. All data created, collected, received, stored, used, maintained, or disseminated by CONSULTANT is subject to the requirements of Minnesota Statutes Chapter 14 and CONSULTANT shall comply with those requirements as if it were a government entity.

**Signature Page: For Saint Paul Public Schools : (Please note signature authority by dollar amounts)**

\_\_\_\_\_/\_\_\_\_\_/20  
District Contract Manager/Administrator Title Date

Phone Number \_\_\_\_\_ Email Address: \_\_\_\_\_

**Above signature required on all contracts**

Additional signature(s) required for contracts over \$3000.00 for Schools and \$5,000.00 for Departments, if no other signature over these limits contract is not valid.

REQUIRED for all Contracts. Only signature required for Contracts up to \$2500.00 for Schools and \$5,000.00 for Departments,, provided that no alterations(except blanks filled in) to the contract form.

**Valid Signatories Only:**

Budget Administrators, which includes anyone that manages a budget, such as Principals, District Department Managers or any valid signatories in boxes listed below. This person is the person responsible for the day-to-day management of the contract for the District.(See Contract Manager Responsibilities on District website.

\_\_\_\_\_/\_\_\_\_\_/20  
Saint Paul Public Schools Title Date

**Above signature required for contracts from \$3000.00 for schools/\$5000.00 for Departments/Programs to \$99,999,99.**

REQUIRED for Contracts from \$3000.00 for schools/\$5,00.00 for Departments/Programs to \$99,999.99, and requires District issued Purchase Order,

**Valid Signatories Only:**

Superintendent, Chief Business or Financial Officer, Controller or Purchasing Manager.  
Or any valid signatories listed in box below

\_\_\_\_\_/\_\_\_\_\_/20  
Saint Paul Public Schools Title Date

**Above Signature required for any contract over \$100,000.00**

REQUIRED for all Contracts \$100,000.00 and over,

Board Approval,(attach Board Agenda Item) list Board Agenda Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Valid Signatories Only:**

Board Chair or Superintendent Signature (or Superintendent Designee as outlined on Board Agenda Item(attached)

**For Consultant Sign below**

WCHanson \_\_\_\_\_ CFO \_\_\_\_\_ 12/29/2015 \_\_\_\_\_  
Consultant Signature Title Date

Bill HANSON  
Consultant Printed Name

Federal Tax ID# or Social Security Number – Attach W-9 (Mandatory in order to process payment)

218/336-8704 \_\_\_\_\_ 218/336-8773 \_\_\_\_\_  
Phone Number (include area code) Fax Number (include area code)

william.hanson@isd709.org  
Email Address