

AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of March, 2010, by and between Independent School District #709, a public corporation, hereinafter called District, and Distinctive Leader Options, Inc, 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:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 1, 2009, and shall remain in effect until June 10, 2010, 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.** (See attachment)
3. **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 \$92,000. 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.
4. **Requests for Reimbursement.** Contractor shall request reimbursement on a periodic basis as services are rendered. This invoice must be submitted within 30 days of the end of the period being billed.
5. **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.
6. **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.
7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

WJH
3/11/10

8. **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 Joseph Hill, 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 to Distinctive Leader Options, Inc 14895 Easter Avenue, Suite 102 Apple Valley, MN 55124.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

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

CONTRACTOR

Chair

Clerk

Program Director

Director of Business Service

Distinctive Leader Options, Inc



Okokon O. Udo, PhD

01-0690425

Taxpayer Identification Number

Attachment A

INTERCULTURAL PROFICIENCY PROGRAM

Goal:

Improve and enrich academic learning by developing intercultural competency skills, creating a more respectful and inviting place for diverse populations of staff, students and families.

Introduction:

This project proposal is to implement an organizational intercultural proficiency program for Duluth Public School Principals Professional Learning Community (PPLC) and Duluth Police Department School Resource Officers (SRO) that will include four different components, namely:

(1) Cultural assessment: The assessment will incorporate both quantitative and qualitative data, by utilizing the Intercultural Development Inventory (IDI) focus group sessions, individual interviews and debriefing sessions and climate surveys. It will also include the administration of the Leadership 360 Circle Profile for the PPLC. The assessment component will form the basis upon which the professional development process will be designed and implemented for these leadership groups. (2) Design and development: The design will utilize the best in adult learning theory and documented experiences of the level and scope of training needed to affect a significant shift in the level of professional skills. The design will be based on acceptable industry standards on the number of hours of training and development required to demonstrate a shift in the intercultural effectiveness level of individuals and groups. (3) Implementation and delivery: This will include different types of continuing education and development activities to enhance the intercultural effectiveness and skills of administrators and SRO's. Implementation will also include coaching for the administrators and on-going consultation. (4) Evaluation: Will be conducted by an outside consultant and will include both formative and summative evaluation. Information collected will inform future district initiatives.

Overarching goals and outcomes:

- ❖ Assess climate, culture and professional development needs using the Developmental Model of Intercultural Sensitivity (DMIS/IDI) in conjunction the Leadership 360 Circle Profile (PPLC), interviews, focus groups and survey data.
- ❖ Create an awareness of the reality of disparities in student academic achievement.
- ❖ Provide knowledge of the DMIS framework and it's application to education, and the Leadership 360 Circle Profile and its application to leadership growth.
- ❖ Generate informed discussion among the Principal PLC and SRO cohort on the subject of intercultural proficiency.
- ❖ Provide resources and support for enhancing skills when delivering services to diverse client populations.
- ❖ Build leadership capacity in staff so they can assume greater responsibility in ensuring organizational excellence.

Assessment

Professional fees - Pre design

Principal and SRO meetings (1 day)	1700.00
Strategic planning meetings with Joan	1350.00
Data analysis and report (2 days)	3400.00
Focus Grps/ Interviews	5100.00

Operational fees -Implementation

DiSC Indra (50 x 19)	950.00
DiSC Indra group profile	130.00
DiSC Classic for SROs	315.00
Group Profile for SROs	130.00
Leadership profile (350 X 19)	6650.00
Expanded questions for LCP	450.00
Printing (DiSC Indra)	93.00
Printing – Manual	129.00
Postage (second round of profiles)	28.00
Travel (391 miles X .51 X 3)	598.00
Lodging (3 days X 135)	405.00

Design

Professional fees	6600.00
Principals and SROs	

Implementation

Professional fees - Prep, R1 & dialogue

Retreat prep (1/2 day each X 4)	3000.00
R1 for both at 1700 X 6.5 days	11050.00
Program management (2 days)	3000.00
(LCP set up, coordination and scheduling)	
Lodging	1122.00
Travel - mileage	1000.00
Professional Retreat PPLC R2	3400.00
Professional Retreat SRC R2	3400.00

Operational fees - Coaching, LCP etc

LCP debrief – 19 @ 200	3800.00
Coaching – 19 X 6 @ 300	34200.00

Total amount due

= \$92,000.00