

AGREEMENT

~~2009~~ ²⁰¹⁰ THIS AGREEMENT, made and entered into this 24th day of August, by and between Independent School District #709, a public corporation, hereinafter called District, and LeAnna Hudson 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 Aug 24, 2010, and shall remain in effect until June 30, 2011, 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.**

I. SEE ATTACHED PROGRAM AGREEMENT.

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 in performing said obligations up to a sum not to exceed 23,000. 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 monthly basis, using the District Invoice attached as Attachment A. This invoice must be submitted within 30 days of the end of the month being billed for.

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. **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.

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 CFO, 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: 1545 Torjeson Rd, Duluth MN 55804

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.

14. **Insurance.** (If applicable)

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

MaryAnn Rotondi
Program Director

W. C. Hanson
Director of Business Service

CONTRACTOR

LeAnna Hudson
~~XXXXXXXXXX~~
Taxpayer Identification Number

Families In Transition Program Agreement

Support services to be provided to the Families In Transition Program include:

- ❑ Connecting with ISD 709 Families in Transition program coordinator to determine needs of families and students
- ❑ Meet with families in shelters or households to determine concerns and community support options
- ❑ Provide parenting classes individually or in small groups at shelter and/or transitional housing sites
- ❑ Assist parents in maintaining appointments for children/youth within the community and school

Funding will be provided by the Duluth Public Schools McKinney –Vento Homeless Education Grant –code 1303.00-purchased services/consulting category. Contract will not exceed \$23,000.

LeAnna Hudson was contracted to work with parents in the Families in Transition Program and provide added community and school support. A clear and thorough understanding of the Duluth community and local agencies is important for this role to be effective. We did not feel it necessary to pursue other options as her experiences with the community were sufficient and very adequate. The contract amount was based on an average hourly rate according to the DFT labor contract.

PARKING LOT USE AGREEMENT

THIS AGREEMENT made as of the 1st day of August, 2010, by and between the Cathedral of Our Lady of the Rosary Church, Minnesota, a non-profit corporation, CHURCH, and Independent School District No. 709, a public corporation under the laws of the State of Minnesota, DISTRICT;

WITNESSETH, that in consideration of the rent reserved herein and the mutual covenants and conditions contained herein, the Parties agree as follows:

1. The Church hereby agrees, and District hereby accepts and takes, without any obligation on the part of the Church to make any improvements, the shared use of up to Ninety Eight (98) parking spaces in the parking lot located at Wallace Avenue and East Fourth Street, legally described as:

Lots One (1) to Eight (8), Block Three (3), IDLEWILD DIVISION in Duluth.

2. The term of the Agreement shall be from August 9, 2010 until June 15, 2011 or until terminated by either party upon 60 days written notice.

3. As and for payment for the above described shared use, District agrees to pay the Church a reimbursement of the cost of operating and maintenance of the parking lot which cost is agreed to equal the sum of THREE HUNDRED SIXTY DOLLARS (\$360.00) per month.

4. Church warrants that it has good title to the above described premises and has the right to enter into this joint use agreement, and that so long as District is not in default under this Agreement, the District will be entitled to quiet and peaceful enjoyment of the parking lot premises and shall not be disturbed or interfered with by Church or by any person claiming by, through or under the Church.

5. By entering into this Agreement, District shall not be liable for the payment of any taxes, assessments or other impositions imposed upon said lands, District's liability being solely that for the payment of cost described herein above.

6. Upon the termination of this Agreement through forfeiture or through lapse of time or any other means, District shall surrender its use of the above described premises to Church in as good a condition as received, reasonable wear and tear excepted.

7. District shall name the Church as additional insured upon its policy of liability insurance, and to the extent of such insurance and to the limits therein provided, or to the limits set forth in Minnesota Statute §466.04, whichever limits are greater, agrees to indemnify and save Church harmless from any claims, demands, actions or causes of action arising out of District's use and occupancy of said premises.

8. The use of said parking lot shall be for the shared use of the Church and District from 7:00 a.m. until 5:00 p.m. on weekdays during the term of this Lease. At other hours and times, the Church shall be entitled to the exclusive use of said premises.

9. The use of said parking lot shall be designated for the exclusive use of the Church on occasion during the period of 7:00 a.m. until 5:00 p.m. on weekdays during the term of this Agreement for the purposes of conducting funerals or other special events by the Church providing at least 24 hour advance notice to the District (East High School Principal).

Parking Lot Use Agreement Between

Cathedral of Our Lady of the Rosary Church and Independent School District No. 709

10. The District agrees that during the term of this Agreement it will provide refuse containers to be located at the east entrance of the lot, and that the District shall be responsible for emptying and disposal of all refuse placed in these containers, and the District shall provide labor to monitor, pick up and dispose of refuse left in the lot by the District's users during the period from 7:00 a.m. until 5:00 p.m. on weekdays during the term of this Agreement.

11. The District agrees to manage the use of the Church Parking Lot by the District's students and/or other users authorized by the District, thru the issuance of parking permits that shall be visibly displayed in each vehicle that is authorized by the District to park in the lot according to the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CHURCH:

CATHEDRAL OF OUR LADY OF THE
ROSARY

BY: F. P. Muhich

Father Peter Muhich, Rector

DISTRICT:

INDEPENDENT SCHOOL DISTRICT NO. 709

BY: W. C. Hanson

William C. Hanson

Director of Business Services