

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of September, 2012, by and between Independent School District #709, a public corporation, hereinafter called District, and The Duluth Area Family YMCA, hereinafter called Duluth Y.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby the Duluth Y will provide 21st Century Community Learning Center programs or services in partnership with 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, 2012, and shall remain in effect until August 30, 2013 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.** Duluth Y and District shall provide staff and supplies, as agreed upon by both parties, at each site to support the before and after school programs – K.E.Y. Zone – and its functions at the following sites:

Lowell Elementary School
Laura MacArthur Elementary School
Stowe Elementary School
Piedmont Elementary School
Lincoln Park Middle School/Harbor Highlands Community Center

Activities will support the goals of the 21st CCLC Project:

- Goal 1: Increase participants' opportunities to develop and apply 21st Century skills.**
Objective 1: Provide a coordinated and integrated set of comprehensive services that build communication, collaboration, and creativity in children and youth at risk for academic failure.
- Goal 2: Increase school and community connectedness of participants.**
Objective 1: Participants participate in three meaningful community or school-based Service Learning projects.
- Goal 3: Increase the academic performance of participants at-risk of academic failure.**
Objective 1: Increase family engagement/participation.

Addendum 1- Duluth Y and District program site coordinators have their own cards for purchasing. Staff abides by respective organizations purchasing policies.

Addendum 2- See breakdown of staffing model as outlined in December 21st CCLC report.

3. **Transportation.** Transportation of students will be provided by the District when available as requested by Site Coordinators and Program Directors. District will invoice the Y at agreed upon rate of \$40.00/hour with a 2 hour minimum.
4. **Background Check.** Duluth Y must provide an executed criminal history and background check on all of its employees assigned to the program. Duluth Y is precluded from

performance of contract until the results of the criminal background check(s) are on file. The Duluth Y abides by ISD 709 policy regarding background checks.

5. **Reimbursement.** In consideration of the performance of the District of its obligations pursuant to this Agreement, Duluth Y hereby agrees to reimburse the District for its services and expenses in performing said obligations as follows:

Direct expenses of Salaries and Benefits as well as pre-approved office and instructional supplies, postage, printing and other Out-of-School-Time (OST) items needed to execute the program purchased by the District for the 21st Century/K.E.Y. Zone programs will be invoiced to the Duluth Y on a monthly basis. Total invoices shall not exceed projected budget. Either party can request a budget adjustment with 30 days written notice if revenue increases for all sites listed. The Duluth Y will maintain detailed records of all expenditures for review by the District at their request. The YMCA OST Director will review and sign off on all invoices prior to reimbursement.

Addendum 3- Projected budget

6. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Invoices will be submitted to the district on a monthly basis.
- b. Payment shall be made by the Duluth Y within 45 days of submission of a proper invoice by the District;
- c. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

7. **Propriety of Expenses.** The fact that the Duluth Y has reimbursed the District for any expense claimed by District shall not preclude Duluth Y from questioning the propriety of any such item. Duluth Y 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 District. This clause shall not be construed to bar any other legal remedies Duluth Y may have to recover funds expended by District for disallowed costs.

8. **Ownership of Materials.** The Duluth Y 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 District has provided, prepared, or utilized in performance of the terms of this Agreement. The District will have the same rights as stated above.

9. **Independent Contractor.** Duluth Y shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Duluth Y's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

10. **Notices.** All notices to be given by District to Duluth Y shall be deemed to have been given by depositing the same in writing in the United States Mail or hand delivered, care of Chris Francis 302 West First Street, Duluth MN 55802. All notices to be given by Duluth Y to District shall be deemed to have been given by depositing the same in writing in the United States Mail or hand delivered to Jay Roesler 215 N. 1st avenue east, Duluth MN 55802.

11. **Assignment.** Neither party shall 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 other party.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **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.

14. **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.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (60) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Duluth Y 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.

17. **Insurance.** District shall not commence work under the contract until they have obtained all the insurance described below and Duluth Y has approved such insurance. District shall maintain such insurance in force and effect throughout the term of the contract.

District is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: District must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, District will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: District is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the District whether the operations are by the District or subcontractor or by anyone directly or indirectly employed under the contract.

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.

Duluth Area Family YMCA

CONTRACTOR

Chair

Title

CEO/President

Title

District Authorized Personnel

Taxpayer Identification Number

Community Education Director