

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2013, by and between Independent School District #709, a public corporation, hereinafter called District, and Myers Wilkins Community School Collaborative, 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:

Whereas, the District, has been awarded a \$75,000 grant (the "Grant") through the Blue Cross Blue Shield of Minnesota Foundation for the purpose of implementing a school and community partnership entitled "Addressing the Social Determinants to Health" (the "Project").

Whereas, the District, acting as fiscal agent of the Project, entered into a Memorandum of Understanding (MOU), as evidenced in Exhibit A of the Grant, with the above named Contractor to provide programs and or services awarded under the Grant.

Now therefore, in consideration of the foregoing, and of the mutual promises and covenants herein, the parties agree to the following terms and conditions of this agreement:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 1, 2013 and shall remain in effect for a period of one calendar year ending December 31, 2013, and renewable for annuals periods as defined by the Grant 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.** Performance under this agreement, as defined in the Memorandum of Understanding, shall be subject to the Contractor providing, and the District receiving, the following documentation evidencing the Contractor's:
 - Not for Profit status (IRS determination letter)
 - Proof of Insurance (as defined in 17, below)
 - Project Budget & Timeline (detailed)
3. **Background Check .** Provided the Contractor and or the Contractor' staff will be working independently with students, the Contactor is subject to compliance with the District's policy on said background checks.

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **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 Superintendent, 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 care of Kathy Bogan, Myers Wilkins Community School Collaborative, 108 East 6th Street, Duluth, MN 55805.

11. **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.

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 (30) days written notice to the other party as provided for in this Agreement.

16. **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.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

Workers' Compensation Insurance: Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor 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: Contractor 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

GCSC Budget Breakdown for BCBS Health Equity Project

Item	Description	Amount	% of budget
Meet with CAD staff to plan Getting Ahead! Cohort 1.	8 hrs. x \$20.85/hr. (Kathy Bogen)	\$166.80	1.80%
Meet with project partners.	1.5 hrs. x 9 mtgs. x 20.85 (Kathy Bogen)	\$281.50	3.10%
Facilitate recruitment of parents and other Hillside neighbors for participation in Getting Ahead! cohort 1	6 hrs. x \$20.85/hr. (Kathy Bogen)	\$125.10	1.40%
Coordinate building use and other supports for Getting Ahead! Cohort 1	6 hrs. x 10 weeks x 20.85/hr. (Kathy Bogen)	\$1,251.00	14.00%
Prepare meals for Getting Ahead! cohort 1.	10 hrs./ week x 10 weeks x \$10.50/ hr. + \$150 Serv Safe Training (Ann Shannon)	\$1,200.00	13.50%
Food and paper products for Getting Ahead! cohort 1 meals.	10 weeks x \$45.80/week	\$458.00	5.20%
Community-School partnerships Operations Manual	80 hrs. x \$20.85 (Kathy Bogen)	\$1,668.00	18.70%
Meet with CAD staff to plan Getting Ahead! Cohort 2.	6 hrs. x \$20.85/hr. (Kathy Bogen)	\$125.10	1.40%
Meet with CAD staff to plan bundled asset building services for cohort 1	6 hrs. x \$20.85/hr. (Kathy Bogen)	\$125.10	1.40%
Facilitate recruitment of parents and other Hillside neighbors for participation in Getting Ahead! cohort 2	6 hrs. x \$20.85/hr. (Kathy Bogen)	\$125.10	1.40%
Coordinate building use and other supports for Getting Ahead! Cohort 2	6 hrs. x 10 weeks x 20.85/hr. (Kathy Bogen)	\$1,251.00	14.00%
Support CAD bundled asset building services provided at the Meyers-Wilkins site for cohort 1.	3hrs. x 10 weeks x 20.85/hr. (Kathy Bogen)	\$625.50	7.00%
Prepare meals for Getting Ahead! cohort 2.	10 hrs./ week x 10 weeks x \$10.50/ hr. (Ann Shannon)	\$1,050.00	12.00%
Food and paper products for Getting Ahead! cohort 2 meals.	10 weeks x \$45.80/week	\$458.00	5.20%
Total		\$8,910.20	