

DH
4/25/17

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of April, 2017, 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 \$66,632 grant (the "Grant") through the Minnesota Department of Education for the purpose of implementing a school and community partnership entitled "Full Service Community School" (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 March 15th, 2017 and shall remain in effect until June 30th, 2018 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 is defined in the Memorandum of Understanding.

3. **Reimbursement.** In consideration of the performance of the Contractor and 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 \$61,164. 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.**

Payment: In consideration of the performance of Partners of their obligations pursuant to this Agreement, District agrees to reimburse the Collaborative for services and expenses in performing said obligations as detailed in the FSCS Grant Agreement and approved budget. Payment will occur quarterly.

Requests for Reimbursement: The Collaborative shall request reimbursement using the Collaborative's official invoice. This invoice must be submitted within 30 days of the end of the period 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. **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.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a

relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor'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.

9. **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 Jennifer Eddy, Myers Wilkins Community School Collaborative, 1027 N. 8th Ave. East, Duluth, MN 55805.

10. **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.

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

12. **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.

13. **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.

14. **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.

15. **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.

Myers-Wilkins Community School Collaborative 41-2002724
Contractor SSN/ Tax Identification Number Date

Jennifer Eddy
Executive Director - Myers-Wilkins Community School Collaborative Date 4/1/17

Ann H. Pahl
Principal - Myers-Wilkins Elementary School Date 4/5/17

Director of Business Service / Superintendent of Schools Date

ISD 709 School Board Chair Date

Education

OFFICIAL GRANT AWARD NOTIFICATION

GRANTEE INFORMATION Organization Name Official with Authority Name/Title Address City/State/Zip (including 4 digits) Phone/Email	Duluth School District – ISD 709 Myers Wilkins Elementary Bill Gronseth, Superintendent 215 N 1 st Ave E Duluth MN 55807 218-336-8752 william.gronseth@isd709.org																				
GRANTEE PROJECT STAFF Program Contact Name Phone/Email Business Mgr/Accountant Name Phone/Email	Jennifer Eddy 218-336-8860 x8 jen.eddy13@gmail.com Peggy Blalock 218-336-8716 peggy.blalock@isd709.org																				
GRANT PROJECT TITLE	Full Service Community Schools																				
FUNDING/ENCUMBRANCE INFORMATION GMS NUMBER: SWIFT Contract Number: 118053 SWIFT Vendor Number: 0000194009 Purchase Order Number: 3000014418 Funding Source/Legislative Authority: Minnesota Statutes, section 124D.231 UFARS Source Code Number: 01S370	<table border="1"> <thead> <tr> <th data-bbox="792 806 971 919">STATE FISCAL YEAR</th> <th data-bbox="971 806 1170 919">2017</th> </tr> </thead> <tbody> <tr> <td data-bbox="792 919 971 968">Fund</td> <td data-bbox="971 919 1170 968">1000</td> </tr> <tr> <td data-bbox="792 968 971 1016">FinDeptID</td> <td data-bbox="971 968 1170 1016">E373F130</td> </tr> <tr> <td data-bbox="792 1016 971 1064">AppropID</td> <td data-bbox="971 1016 1170 1064">E37A246</td> </tr> <tr> <td data-bbox="792 1064 971 1113">Account</td> <td data-bbox="971 1064 1170 1113">441402</td> </tr> <tr> <td data-bbox="792 1113 971 1161">PC Bus Unit</td> <td data-bbox="971 1113 1170 1161"></td> </tr> <tr> <td data-bbox="792 1161 971 1209">Project ID</td> <td data-bbox="971 1161 1170 1209"></td> </tr> <tr> <td data-bbox="792 1209 971 1257">Activity ID</td> <td data-bbox="971 1209 1170 1257"></td> </tr> <tr> <td data-bbox="792 1257 971 1306">Source</td> <td data-bbox="971 1257 1170 1306"></td> </tr> <tr> <td data-bbox="792 1306 971 1360">Amount</td> <td data-bbox="971 1306 1170 1360">\$66,632.00</td> </tr> </tbody> </table>	STATE FISCAL YEAR	2017	Fund	1000	FinDeptID	E373F130	AppropID	E37A246	Account	441402	PC Bus Unit		Project ID		Activity ID		Source		Amount	\$66,632.00
STATE FISCAL YEAR	2017																				
Fund	1000																				
FinDeptID	E373F130																				
AppropID	E37A246																				
Account	441402																				
PC Bus Unit																					
Project ID																					
Activity ID																					
Source																					
Amount	\$66,632.00																				
AWARD PERIOD Start Date: November 30, 2016 End Date: June 30, 2018 This is a two year grant. Continuation grant awards are not an option.	ORIGINAL AWARD AMOUNT \$66,632.00																				
MDE AUTHORIZED REP/PROGRAM Name: Bobbie Burnham Division/Office #: Early Learning Services P-03 Phone/Email: 651-582-8414 bobbie.burnham@state.mn.us	GRANT SPECIALIST Name: Deb Rose Division/Office # Grant Services – W13 Phone/Email: 651-582-8853 debra.rose@state.mn.us																				

STATE OF MINNESOTA - MN Department of Education

Grantee: Duluth ISD #709
 Program Name: Full Service Community Schools
 Grant ID: 3871 Previously: -
 Period: 11/30/2016-6/30/2018
 Total Award: 66,632.00 Total Match: 0.00
 Return/Mail To: Deb Rose
 Department of Education
 Grant Services Division
 1500 Highway 36 W
 Roseville, MN 55113
 Phone: (651) 582-8853
 Email: debra.rose@state.mn.us

SFY 2017 Start 11/30/2016 End 6/30/2017 budget 66,632.00 match 0.00 Expenditures Through: 7/9/1905 Claim Number: 0

Category Name	Current Reimbursement Period Date				Current	Balance	Match	Expended	Balance	Current	Financial Reporting Form
	Grant	Expended	Balance	Current							
110 Administration/Supervision	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Fill in Only "Current" columns. Enter actual expenditures for the period and the amount of advance "SPEND DOWN". State of Minnesota Grant Manager Initials/Date
140 Licensed Classroom Teacher	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
141 Non-Licensed Classroom Personnel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
145 Substitute Teacher Salaries	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
170 Non-Instructional Support	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
185 Other Salary Payments	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
186 Other Salary Payments-Nonlicensed/Noncertified	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
195 Interdept. Employee Salary & Wage-NON FED ONLY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
210 FICA/Medicare	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 adn 3801-3812).

STATE OF MINNESOTA - MN Department of Education

Grantee: Duluth ISD #709
 Program Name: Full Service Community Schools
 Grant ID: 3871 Previously: -
 Period: 11/30/2016-6/30/2018
 Total Award: 66,632.00 Total Match: 0.00

Return/Mail To: Deb Rose
 Department of Education
 Grant Services Division
 1500 Highway 36 W
 Roseville, MN 55113

Phone: (651) 582-8853
 Email: debra.rose@state.mn.us

214 PERA	0.00	0.00	0.00	0.00	0.00	0.00
218 TRA	0.00	0.00	0.00	0.00	0.00	0.00
220 Health Insurance	0.00	0.00	0.00	0.00	0.00	0.00
230 Life Insurance	0.00	0.00	0.00	0.00	0.00	0.00
235 Dental Insurance	0.00	0.00	0.00	0.00	0.00	0.00
240 Long Term Disability	0.00	0.00	0.00	0.00	0.00	0.00
250 Tax Sheltered Annuities/MN Deferred Comp	0.00	0.00	0.00	0.00	0.00	0.00
251 Employer Sponsored HRA	0.00	0.00	0.00	0.00	0.00	0.00
270 Worker's Compensation	0.00	0.00	0.00	0.00	0.00	0.00
280 Unemployment Compensation	0.00	0.00	0.00	0.00	0.00	0.00
295 Interdepartment Employee Benefits	0.00	0.00	0.00	0.00	0.00	0.00
305 Consulting Fees/Fees for Services-NON FED ONLY	61,164.00	0.00	61,164.00	0.00	0.00	0.00
320 Communication Services (Phone, internet, etc.)	468.00	0.00	468.00	0.00	0.00	0.00

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 adn 3801-3812).

STATE OF MINNESOTA - MN Department of Education

Grantee: Duluth ISD #709
 Program Name: Full Service Community Schools
 Grant ID: 3871 Previously: -
 Period: 11/30/2016-6/30/2018
 Total Award: 66,632.00 Total Match: 0.00

Return/Mail To: Deb Rose
 Department of Education
 Grant Services Division
 1500 Highway 36 W
 Roseville, MN 55113
 Phone: (651) 582-8853
 Email: debra.rose@state.mn.us

329 Postage & Parcel	200.00	0.00	200.00	0.00	0.00	0.00
366 Travel, Conventions & Conferences	0.00	0.00	0.00	0.00	0.00	0.00
368 Out-of-State Travel, Federal Reimbursed	1,500.00	0.00	1,500.00	0.00	0.00	0.00
370 Operating Leases or Rentals	0.00	0.00	0.00	0.00	0.00	0.00
391 Cost Sharing	0.00	0.00	0.00	0.00	0.00	0.00
395 Shared Costs for Paired Districts only	0.00	0.00	0.00	0.00	0.00	0.00
398 Interdept. Misc. Services (chargeback)	0.00	0.00	0.00	0.00	0.00	0.00
401 Supplies & Materials - Non-Instructional	1,500.00	0.00	1,500.00	0.00	0.00	0.00
405 Non Instru Computer Software and Software Lic	0.00	0.00	0.00	0.00	0.00	0.00
470 Media Resources	0.00	0.00	0.00	0.00	0.00	0.00
555 Technology Equip	1,800.00	0.00	1,800.00	0.00	0.00	0.00

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 adn 3801-3812).

STATE OF MINNESOTA - MN Department of Education

Grantee: Duluth ISD #709	Return/Mail To: Deb Rose	Phone: (651) 582-8853
Program Name: Full Service Community Schools	Department of Education	Email: debra.rose@state.mn.us
Grant ID: 3871 Previously:	Grant Services Division	
Period: 11/30/2016-6/30/2018	1500 Highway 36 W	
Total Award: 66,632.00 Total Match: 0.00	Roseville, MN 55113	

820	0.00	0.00	0.00	0.00	0.00
Dues/Memberships/Licenses & Certain Fees					
2017	66,632.00	0.00	66,632.00	0.00	0.00
				Amount To Be Paid	0.00
				Outstand Advance Amount	0.00

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 adn 3801-3812).