

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 10<sup>th</sup> day of May, 2010, , by and between Independent School District #709, a public corporation, hereinafter called District, and Grant Community School Collaborative, a non-profit 501(c) 3 agency and 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: (insert as appropriate)

- Dates of Service.** This Agreement shall be deemed to be effective as of May 17, 2010, and shall remain in effect until August 5, 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.
- Performance.** The Grant Community School Collaborative agrees to provide management, coordination, supervision, and instructional services for the Title 1 and EEAC sponsored Summer School Program: COMPASS Summer School, East Hillside Youth Theatre Summer School, and Middle Earth Summer Program. These programs will serve 120 students in the Grant-Nettleton-Lowell schools/neighborhoods for 6 weeks during the summer. Time for preparation of staff, VISTA members, and community volunteers is included in this contract. As well, the contract allows time for collection and reporting of performance data. Students will attend the programs for a minimum of 12 hours per week, and many will attend for 20 hours per week. The programs will provide standards-based experiential learning, and outcomes will be measured by pre- and post-assessments. Program results will be shared with ISD #709 principals and other stakeholders.
- 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 \$32,992. 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.
- Requests for Reimbursement.** Contractor shall request payment 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.
- Propriety of Expenses.** The fact that the District has paid 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.

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 \_\_\_\_\_, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> 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 Grant Community School Collaborative 1027 North 8<sup>th</sup> Avenue East, Duluth, MN 55805.

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

CONTRACTOR

**DRAFT**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Title

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Clerk

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Title

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Program Director

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Taxpayer Identification Number

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**Director of Business Service**

**DRAFT**

## Grant Community School Collaborative



A partnership dedicated to youth development,  
lifelong learning, cultural celebration,  
and community engagement

1027 8<sup>th</sup> Avenue East Duluth, MN 55805  
Phone: 218.733.2016  
Fax: 218.733.2159

College of St. Scholastica\*East Hillside Community Club\*East  
Hillside Patch\*  
Grant Magnet School\* Grant PTA  
Head Start\*YWCA of Duluth

### I. PROJECT DESCRIPTION

At Grant-Nettleton Schools, we offer **PACE: Programs for Academic and Cultural Enrichment** year round to 300+ youth ages 5-15. After-school and summer programs offer a wide range of academic enrichment classes that would not otherwise be available to many of our low-income families, and which provide meaningful connections to core subject areas. We work closely with school staff to create a culturally safe, academically supportive and welcoming environment for students of all backgrounds.

*Our mission is to "To foster strong partnerships that expand opportunities for positive Youth Development in the Hillside community, promoting school, family, and community involvement in lifelong learning and appreciation of our diversity."*

In support of the upcoming merger, and in partnership with the YMCA and Title 1, we will offer **3 summer camps to Nettleton, Grant, Lowell, and neighborhood middle school students.**

- **COMPASS Camp.** This camp will meet at Nettleton Monday-Thursday from 9-noon and 1-3 p.m. for 6 weeks, and serve 50 students in grades K-5 who have been enrolled in the school-year Young Explorers (Grant) and COMPASS (Nettleton) programs. These programs provide intensive academic support to a cohort of K-5 youth identified by teachers as in need of academic/social support. The morning session will focus on reading, math, and life sciences and include lessons at the Seeds of Hope Horse Ranch, Hartley Nature Center, The St. Louis River estuary, and local organic farms/gardens. The afternoon sessions will focus on reading, geography and culture, operating under the theme
- **East Hillside Youth Theatre Camp.** For 6 weeks, 60 youth ages 8-15 from the Grant-Nettleton and Lowell attendance areas will build and design sets and costumes, study issues surrounding animal habitat, practice

choreographed dances, and learn the lines of an original play. "Robin's Hood" will culminate in a series of performances at Harbor City International School.

- **Middle Earth Summer Camp** Middle Earth, the new Middle-School Transition Program, began offering a dynamic blend of one-on-one tutoring, mentoring, leadership, and community engagement activities for students in 5th-8<sup>th</sup> grades Fall of 2009. Middle Earth Summer Camp will serve middle school students from the Grant-Nettleton neighborhoods offering 6-weeks of service learning, leadership, and community involvement in the areas of personal and community health, urban conservation, and post-secondary awareness. Students in the Middle Earth Summer Camp will sharpen their academic skills while working together on projects that promote healthy lifestyle choices, and build awareness of the factors that contribute to a healthy community environment.

**II. BUDGET**

**COMPASS Camp: \$8,948**

Staff: 2 Student/ Family Educators (licensed teachers)

June 15-July 29<sup>th</sup> (1 week training new staff and volunteers, 6 weeks camp, 1 week wrap-up and evaluation)

40 hours/week x 8 weeks X 2 staff=

640 hours

Minus 240hours (Title 1)

400 hours X \$ 22.37

\$8,948

**Middle Earth Summer Camp: \$4,698**

Staff: Student/ Family Educators (licensed teachers)

June 15-July 29<sup>th</sup> (1 week training with staff and volunteers, 6 weeks camp)

30 hours/week x 7 weeks X 1 staff= 210 X \$ 22.37 \$4,698

**Overnight Trip to the Audubon Center: \$6,354**

**Total Request:\$20,000**

Thank you for your time in consideration of this request.

*Grant Community School Collaborative*



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## Summer School 2010 Invoice

### Theatre Camp:

Script Writers	\$1200
Education Director	\$2,520
Program Manager	\$1,500
Costume Designer	\$1,560
Technical Coordinator	\$1,200
Speech Language Coach	\$1,342
Training	\$300

### COMPASS

Training	\$300
Fisher-Merritt Farm Tour	\$200
Contracted Instructors	\$2800

Total Contracted Services \$12,922

Signed Kathy Bogen

Date May 3, 2010