

Between the City of Saint Paul and Saint Paul Independent School District #165

THIS AGREEMENT, made and entered into this ___ day of November, 2012, by and between the City of Saint Paul, Minnesota, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as “City” and Saint Paul Independent School District #625, through its Office of Family Engagement and Community Partnership, hereinafter referred to as “Consultant”

The City and Consultant, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, agree as follows:

SECTION 1: Scope of Services. The City does hereby retain the Consultant to furnish professional services and to perform those tasks as outlined in the Agreement and as described in the attached Exhibit A. The specific tasks, deliverables, time lines, etc. that make up these services are as follows:

1. Consultant will provide the Parent Academy Program in at least five non-Title 1 Saint Paul schools during the 2012-13 school year. If the Consultant chooses to expand to additional schools under the contract with the city, it is obligated to inform the city Project Manager
2. Consultant will develop a strategy for testing the use of “scholarships” to be awarded to low-income families to be used by their children for participation in after-school and summer learning programs. The purpose of the test will be to determine if scholarships provide a significant incentive for parents to sign up for or complete the Parent Academy program. The Consultant will work with the city’s Project Manager to develop the basic parameters of the scholarship program and how it will be implemented.
3. Consultant will report total participation and completion rates of participants in the Parent Academy Programs by site and demographic information of the students and their families. The Consultant will also provide similar information about the use of scholarship awards: Types of programs the scholarships were used for, number of students participating and demographic information.
4. Develop agreed upon ways to bring information to each parent academy about city programs and services such as the Library's student support programs and services, Parks and Recreation activity programs and information about Sprockets after-school and summer programs to the attention of participating parents. In addition, develop ongoing and free/low-cost ways to also bring this information to teachers and students during the school year."

SECTION 2: Time For Completion. The services described in Section 1 above shall be commenced December, 2012 and will be completed in accordance with the schedule mutually agreed upon as shown in the chart below and shall be completed no later than Dec. 31, 2013.

SECTION 3: Billings and Payment. That for Consultant's faithful performance of this Agreement, the City hereby agrees to compensate the Consultant in the amounts and according to the following schedule:\$60,000 in a lump sum upon signing of the contract.

Consultant agrees to work with city Project Manager to determine approximate allocation of expenses to Parent Academies and incentive scholarships and other program ideas that might be developed and tested in the course of this initiative.

Total compensations shall not exceed \$ 60,000 including all services and associated costs. Consultant shall submit itemized bills for services performed under the Agreement. Upon receipt of the invoice and verification of the charges, payment shall be made by the City to Consultant within thirty-five (35) days.

SECTION 4: Ownership of Work Products. All deliverable work products and supporting documentation that results from the Consultant's services under this Agreement shall become the property of the City after final payment is made to the Consultant, with no right, title, or interest in said work product or supporting documentation vesting in the Consultant.

SECTION 5: Insurance.

- A. Consultant shall be required to carry insurance of the kind and in the amounts shown below for the life of the contract. Insurance certificates should state that the City of Saint Paul, its officials, employees, agents and representatives are named as Additional Insureds.

1. General or Business Liability Insurance

\$1,500,000 per occurrence
\$2,000,000 aggregate per project
\$2,000,000 products/completed operations total limit
\$1,500,000 personal injury and advertising

Policy must include an "all services, products, or completed operations" endorsement when appropriate.

2. Automobile Insurance—(When Commercial vehicles are used in connection with a contract)

a. Bodily Injury \$ 750,000 per person
 \$1,000,000 per accident

b. Property Damage not less than \$50,000 per accident. Coverage shall include:
hired, non-owned and owned auto.

Automobile Insurance—(When Personal vehicles are used in connection with a contract, the City is not required to be named as Additional Insured, but proof of insurance is required prior to commencement of activities.)

- a. Bodily Injury \$30,000 per person
 \$60,000 per accident
- b. Property Damage \$20,000 per accident

Automobile Insurance—When Rental vehicles are used in connection with a contract, the Contractor shall either purchase insurance from the rental agency, or provide City with proof of insurance as stated above.

- 3. **Workers Compensation and Employer's Liability**
 - a. Worker's Compensation per Minnesota Statute
 - b. Employer's Liability shall have minimum limits of
 - \$500,000 per accident;
 - \$500,000 per employee
 - \$500,000 per disease policy limit.
 - c. Consultants with 10 or fewer employees who do not have Worker's compensation coverage are required to provide the City with a completed "Certificate of Compliance" (State of Minnesota form MN LIC 04) verifying their number of employees and the reason for their exemption.

- 4. **Professional Liability Insurance**
 - \$1,000,000 per occurrence
 - \$2,000,000 aggregate

- 5. **General Insurance Requirements**
 - a. The policy is to be written on an occurrence basis or as acceptable to the City. Certificate of insurance must indicate if the policy is issued on a claims-made or occurrence basis. Agent must state on the certificate if policy includes errors and omissions coverage.
 - b. The Provider shall not commence work until a Certificate of Insurance covering all of the insurance required for this project is approved and the project manager has issued a notice to proceed. Insurance must remain in place for the duration of the original contract and any extensions periods.
 - c. The City reserves the right to review Consultant's insurance policies at any time, to verify that City requirements have been met.
 - d. Nothing shall preclude the City from requiring Consultant to purchase and provide evidence of additional insurance.
 - e. Satisfaction of policy and endorsement requirements for General Liability and Auto Insurance, of "each occurrence" and "aggregate" limits, can be met with an umbrella or excess policy with the same minimum monetary limits written on an

occurrence basis, providing it is written by the same insurance carrier.

SECTION 6: Independent Contractor. It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of the Consultant to the City is that of independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find Consultant an employee of the City, and Consultant shall be entitled to none of the rights, privileges, or benefits of Saint Paul employees.

SECTION 7: Compliance with Applicable Law. Consultant agrees to comply with all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they related to the Consultant's performance of the provisions of this Agreement. It shall be the obligation of the Consultant to apply for, pay for, and obtain all permits and/or licenses required.

SECTION 8: Hold Harmless. The Consultant shall indemnify, save, hold harmless, protect, and defend the City, its officers, agents, and employees from all claims, actions or suits of any character brought for or on account of any claimed or alleged injuries or damages received by any person or property resulting from any act or omission by any person employed by Consultant in carrying out the terms of this Agreement. The City shall indemnify, save, hold harmless, protect, and defend the Consultant, its officers, agents, and employees from all claims, actions or suits of any character brought for or on account of any claimed or alleged injuries or damages received by any person or property resulting from any act or omission by any person employed by City in carrying out the terms of this Agreement.

SECTION 9: Termination. Either party to this Agreement may terminate it by giving no less than thirty (30) days written notice of the intent to terminate to the other party. In the event of termination, Consultant will be paid by City for all service actually, timely, and faithfully rendered up to the receipt of the notice of termination and thereafter until the date of termination.


SECTION 10: Amendment or Changes to Agreement. City or Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes and method of compensation must be authorized in writing in advance by the City. Any alternations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties.

SECTION 11: Entire Agreement. It is understood and agreed that the entire Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matters hereof. The Agreement shall be interpreted and construed according to the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and

year first above written.

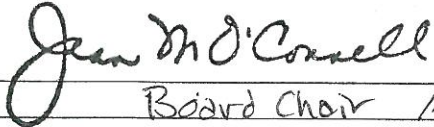
For the City:



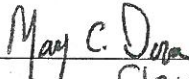
Mayor's Office

Saint Paul Public Schools
Board of Education

For the Consultant:

By 
Its Board Chair 11/26/12

Finance Director 349-33452

By 
Its per Clerk 11/26/12

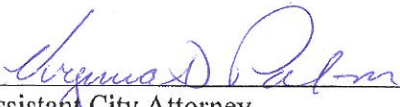


Director of HREEO

APPROVED AS TO FORM



Approved as to form:



Assistant City Attorney



Exhibit A

What is Saint Paul Public Schools Parent Academy?

St. Paul Public Schools Parent Academy is a free six-week program that is designed especially for parents and guardians. The goal is to bring schools, parents/guardians and community together as equal partners in the education of their children. The Parent Academy is sponsored and supported by the St. Paul Public Schools' Office of Family Engagement and Community Partnerships.

The Parent Academy provides a framework for creating a community in which parents and teachers collaborate to transform each child's educational experience, both at home and at school, so that all children can achieve and be prepared to attend college. The Parent Academy provides relevant information to parents so that they can better support their child's road to college.

The curriculum for the Parent Academy was adopted from the Parent Institute of Quality Education (PIQE) which has its headquarters in San Diego, California. PIQE was created over 20- years ago and provided programming for a diverse population of families of students that attend public schools in California. The PIQE program was created to raise the level of concerns for parents, provide them with useful and relevant information, and move parents to action. <http://www.piqe.org/>. PIQE is a research-based model. The PIQE program has consistently shown its impact on increasing graduation rates for students of color and significantly more of the participants' students go on to college.

Who is the Parent Academy for?

The Parent Academy is offered for all SPPS parents with children in Pre-Kindergarten, elementary, middle and high school. The program is taught in five languages: English, Hmong, Karen, Spanish and Somali. The facilitators of the program are language and ethnic specific.

What is the Purpose of the Parent Academy?

The program is designed to connect parents to the school and university community, and connect parents directly to individuals at the school who make decisions and/or impact their child's educational experience. The Parent Academy will empower parents to increase their skills and abilities to become active participants in their child's learning.

Facts about The Parent Academy:

- The program is a site-based program. Only parents/guardians of children that attend certain identified SPPS schools can participate.
- Classes will be offered one evening a week for approximately 2.5 hours.
- Free food, childcare and limited transportation will be provided.

Exhibit A page 2

What will Parents/Guardians Learn at the Parent Academy?

Pre-Kindergarten

- Brain Development
- Health, Nutrition and Active Learning
- Positive Discipline
- Pre-reading skills and language development
- Early math
- Finding social services within the school and local community.

Elementary Curriculum:

- Home/School Collaboration
- The Home, Motivation and Self-esteem
- Communication and Discipline
- Academic Standards
- How the School System functions
- The Road to College/ College Visit

Middle School Curriculum:

- Adolescence: A time of Change and Growth
- Positive communication enhances self-esteem
- How to motivate teenagers to read
- Obstacles that get in the way of success in school
- How the School System functions
- The Road to College/ College Visit

High School Curriculum:

- Final Destination- College
- Classes that are academically rigorous
- High school planning chart, requirements and programs
- SAT and ACT
- Review of academic plan with Counselor
- Discussing Post Secondary Options
- Financial Aid & College visits

What will Parents/Guardians participants receive if they attend at least six of the seven Parent Academy sessions?

- Certificate of completion of the program
- A certificate from the University of Minnesota that offers the students of the parent graduates, the opportunity to receive assistance in pursuing the U Promise Scholarship. If your student is admitted to the University of Minnesota, the U Promise Scholarship provides grant and gift assistance for Minnesota residents who meet family income requirements. Scholarship programs are subject to change based on funding and other circumstances, so always check the University of Minnesota website for current opportunities."

How do I get more Information?

To obtain additional information about The St. Paul Public Schools Parent Academy or to determine if your school is a participant, please call The Office of Family Engagement and Community Partnerships at 651-767-8347.