

**STATE OF MINNESOTA  
INCOME CONTRACT**

This contract is between the State of Minnesota, acting through its Department of Employment and Economic Development/Job Service Division and Duluth Adult Basic Education (ABE)

**Recitals**

1. Under Minn. Stat. § 116J035 the State is empowered to enter into income contracts.
2. The Purchaser is in need of Basic Computer training for a single employee.
3. The State represents that it is duly qualified and agrees to provide the services described in this contract.

**Contract**

**1 Term of Contract**

- 1.1 **Effective date:** 8/1/2017, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** 8/1/2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2 State's Duties**

Art Larsen, WorkForce Development Representative for the State of Minnesota, will provide training, space and equipment for a Basic Computer class to be held at the Duluth WorkForce Center to facilitate Job Search and Retention goals for Adult Education clients. This will consist of hands on training as well as utilizing the Northstar Digital Literacy platform of training/assessment. All required paperwork (rosters, sign in sheets, referral sheets etc.) will be scanned and emailed to ABE.

Training will normally take place every Tuesday and Thursday from 8:30 to 10:30. Adjustments made for holidays, weather, and other scheduling issues will be made up as needed. One hour of administrative/setup time will be included in each week's billable hours.

**3 Payment**

The Purchaser will pay the State for all services performed by the State under this contract as follows:

\$22/hr. \* (up to) 260 hours; invoices will be submitted biannually

The total obligation of the Purchaser for all compensation and reimbursements to the State under this contract is \$5,270.

**4 Authorized Representatives**

The State's Authorized Representative is:

Dave Niermann (or his successor)  
Director of Employment Programs  
DEED  
332 Minnesota St., Suite E200  
St. Paul, MN 55101  
651.259.7583

The Purchaser's Authorized Representative is

Doug Hasler  
CFO/Director of Business Services, ISD 709  
(218) 336 – 1012  
215 N. First Avenue East  
Duluth, MN 55802  
patricia.fleege@isd709.org

(Provided by Department of Administration)

**5 Amendments, Waiver, and Contract Complete**

- 5.1 **Amendments.** Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 5.2 **Waiver.** If the State fails to enforce any provision of this contract, that failure does not waive the provision or its right to enforce it.
- 5.3 **Contract Complete.** This contract contains all negotiations and agreements between the State and the Purchaser. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

**6 Liability**

Each party will be responsible for its own acts and behavior and the results thereof.

**7 Government Data Practices**

The Purchaser must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Purchaser or the State.

If the Purchaser receives a request to release the data referred to in this Clause, the Purchaser must immediately notify the State. The State will give the Purchaser instructions concerning the release of the data to the requesting party before the data is released.

**8 Publicity**

Any publicity regarding the subject matter of this contract must not be released without prior written approval from the State's Authorized Representative.

**9 Audit**

Under Minn. Stat. § 16C.05, subd. 5, the Purchaser's books, records, documents, and accounting procedures and practices relevant to this contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a total of six years.

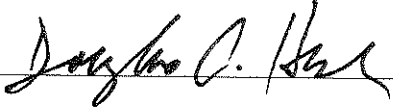
**10 Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**11 Termination**

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

**1. PURCHASER**

Signature:   
 By: Doug Hasler  
 Title: CFO/ISD 709  
 Date: 1/16/18

**2. STATE AGENCY**

Signature: \_\_\_\_\_  
 By: David Niermann  
 (with delegated authority)  
 Title: Director of Employment Programs, DEED  
 Date: \_\_\_\_\_

**3. COMMISSIONER OF ADMINISTRATION**

As delegated to Materials Management Division  
 By: \_\_\_\_\_  
 Date: \_\_\_\_\_

## AGREEMENT

**THIS AGREEMENT**, made and entered into this **12-20-17**, by and between Independent School District #709, a public corporation, hereinafter called District, and **Jeremy Davis**, 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: (insert as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of **12-20-17**, and shall remain in effect until **6-30-18**, 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.** The Contractor will be on contract with DPS American Indian Education Department to provide Hand Drumming and presentations on Hand Drumming during cultural activities for Piedmont Elementary and Lincoln Park Middle School.
3. **Background Check .** (Applies to contractors working independent with students)

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.

4. **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 rate will be \$50.0 (Fifty dollars) /per session, up to a sum not to exceed \$2,500.00 (Two thousand and five hundred dollars) 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.

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

Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor

Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **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.

7. **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.

8. **Independent Contractor.** 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. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

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 the American Indian Education office, 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  
315 N Lake Ave # 328 Duluth, MN 55806.

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 arise from operations under the Contract whether the operations are by the contractor 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.



Contractor Signature

SSN/ Tax Identification Number

Jan 25<sup>th</sup> 2018  
Date

*[Handwritten Signature]*

Program Director

*11/17/18*

Date

*[Handwritten Signature]*

Director of Curriculum and Instruction

*1/19/18*

Date

*[Handwritten Signature]*

Director of Business Service / Superintendent of Schools

*1/5/18*

Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this date 1-12-2018\_\_by and between Independent School District #709, a public corporation, hereinafter called District, and Herb Fineday\_, 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: (insert as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 1-12-2018 and shall remain in effect until June 30, 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.** The Contractor will be on contract with DPS American Indian Education Department to provide \_Cultural services, making regalia for the Myers-Wilkins student use at the school and Powwow\_. The contractor will design and assemble 6 skirts and shawls. His/Her rate will be \_\$300\_ for services.
3. **Background Check .** (Applies to contractors working independent with students)

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.

4. **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 \$1,000.00 One thousand dollars. 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.

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

Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor

Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **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.

7. **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.

8. **Independent Contractor.** 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. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

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 the American Indian Education office, 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 8499 Pine Dr. Cloquet MN 55720.

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 arise from operations under the Contract whether the operations are by the contractor 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.

Herb Swartz  
Contractor Signature \_\_\_\_\_ SSN/ Tax Identification Number \_\_\_\_\_

1-13-18  
Date

[Signature]  
Program Director \_\_\_\_\_

1/17/18  
Date

Michelle [Signature]  
Director of Curriculum and Instruction \_\_\_\_\_

1/29/18  
Date

Douglas C. Harter  
Director of Business Service / Superintendent of Schools \_\_\_\_\_

1/31/18  
Date

Myers-Wilkins Elementary School welcomes families  
and the community to the 19<sup>th</sup> annual  
*Steps to the Future Powwow*



Thursday, January 25<sup>th</sup>, 2018

at

Myers-Wilkins Elementary School  
1027 North 8<sup>th</sup> Avenue East, Duluth

Schedule of Events

4:30pm - Career Booths Open

5:00pm - Feast

6:00pm - Grand Entry

*Only invited drums and dancers in regalia will receive honoraria*

*Children must be accompanied by an adult.*

*\*No Smoking, drugs or alcohol\**

For more information, call the Duluth Community School Collaborative at 336-8860 x8

Or check out our Facebook and website [www.m-wsc.org](http://www.m-wsc.org)

**Miigwetch - Muchas Gracias - Thank you**

**To the sponsors of this event:**

AICHO, City of Duluth Parks and Recreation Department, Duluth Superior Area Community Foundation,  
Head of the Lakes United Way, ISD 709 American Indian Education, Myers-Wilkins Elementary School,  
Northland Foundation, Ordean Foundation, True North AmeriCorps, Valley Youth Center, and Individual contribution.

## AGREEMENT

**THIS AGREEMENT**, made and entered into this date January 24, 2018 by and between Independent School District #709, a public corporation, hereinafter called District, and Patricia Garbow-Long 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: (insert as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 24, 2018 and shall remain in effect until June 30, 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.** The Contractor will be on contract with DPS American Indian Education Department to provide/ cater in a traditional meal for the Misaabekong Ojibwe Immersion Program Family Camps, 3 times this semester 300.00 per meal.
3. **Background Check .** (Applies to contractors working independent with students)

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.

4. **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 \$1,000.00 One thousand dollars. 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.

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

Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor

Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **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.

7. **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.

8. **Independent Contractor.** 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. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

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 the American Indian Education office, 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

Patricia Garbow-Long 1228 N. 7<sup>th</sup> Ave East  
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 arise from operations under the Contract whether the operations are by the contractor 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.

Patricia Garbow-Fong \_\_\_\_\_ 1-25-18  
Contractor Signature SSN/ Tax Identification Number Date

[Signature] \_\_\_\_\_ 1/25/18  
Program Director Date

[Signature] \_\_\_\_\_ 1/25/18  
Director of Curriculum and Instruction Date

Douglas A. Hall \_\_\_\_\_ 1/25/18  
Director of Business Service / Superintendent of Schools Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this date, January 9, 2018 by and between Independent School District #709, a public corporation, hereinafter called District, and Dylan Jennings, 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: (insert as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 15, 2018 and shall remain in effect until June 30, 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.** The Contractor will be on contract with DPS American Indian Education Department to provide hand drum songs, teachings and making workshop for up to 10 American Indian middle and high students. The day long workshop fee is \$1,200.00 (Twelve hundred dollars)
3. **Background Check .** (Applies to contractors working independent with students)

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.

4. **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 \$1,200.00 (Twelve hundred dollars.) 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.

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

Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor

Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **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.

7. **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.

8. **Independent Contractor.** 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. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

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 the American Indian Education office, 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 PO Box 7 Odanah, WI 54861

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.


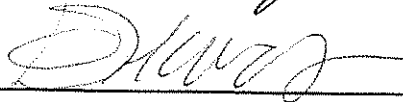
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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.

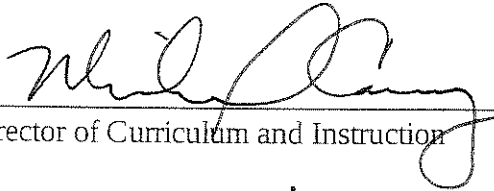
**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor 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.

		<u>1/9/18</u>
Contractor Signature	SSN/ Tax Identification Number	Date
		<u>1-11-18</u>

Program Director


Date



1/12/18

Director of Curriculum and Instruction

Date



1/16/18

Director of Business Service / Superintendent of Schools

Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this date 1-16-2018\_\_by and between Independent School District #709, a public corporation, hereinafter called District, and Phyllis Pohl\_, 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: (insert as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 1-16-2018 and shall remain in effect until June 30, 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.** The Contractor will be on contract with DPS American Indian Education Department to provide Cultural services, regalia making for student use at Myers-Wilkins school and Powwow\_\_. Contractor will design and applique 6 shirts. His/Her rate will be \$180 for services.

3. **Background Check .** (Applies to contractors working independent with students)

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.

4. **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 \$1,000.00 One thousand dollars. 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.

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

Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor

Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **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.

7. **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.

8. **Independent Contractor.** 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. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

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 the American Indian Education office, 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 3730 W. 7th St. Duluth Mn 55807.

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 arise from operations under the Contract whether the operations are by the contractor 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.

PNFohl \_\_\_\_\_ 1/16/18  
Contractor Signature SSN/ Tax Identification Number Date

[Signature] \_\_\_\_\_ 1/17/18  
Program Director Date

[Signature] \_\_\_\_\_ 1/29/18  
Director of Curriculum and Instruction Date

[Signature] \_\_\_\_\_ 1/31/18  
Director of Business Service / Superintendent of Schools Date

## AGREEMENT

THIS AGREEMENT, made and entered into this day, January 22, 2018 by and between Independent School District #709, a public corporation, hereinafter called District, and Michael Sullivan, 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: (insert as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 1/22/18 and shall remain in effect until 6/30/18, 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.** The contractor will be providing aadizookaan, traditional Ojibwe stories, for Misaabekong Ojibwe Immersion Family Event, Feb 2, 2018 5:00-11:00 pm. Contractor will be compensated \$500.00 for stories and mileage from Hayward, WI 151.4 miles round trip. Mileage will be paid after the event. Payment will be made the day of the event.

3. **Background Check.** (Applies to contractors working independent with students)

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.

4. **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 \$1,000.00 (One thousand dollars). 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.

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

Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor

Any other terms of payment in the performance of services are incorporated by reference in this Agreement.



6. **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.

7. **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.

8. **Independent Contractor.** 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. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

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 the American Indian Education office, ISD 705, 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 Michael Sullivan  
7503 N. County Rd E - Hayward WI 54843

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 arise from operations under the Contract whether the operations are by the contractor 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.



Contractor Signature

SSN/ Tax Identification Number

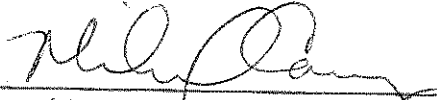
1-22-18  
Date



Program Director

1-23-18

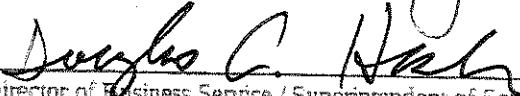
Date



Director of Curriculum and Instruction

1/23/18

Date



Director of Business Service / Superintendent of Schools

1/23/18

Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this date 1-13-2018\_\_by and between Independent School District #709, a public corporation, hereinafter called District, and Jeremy Wilson\_, 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: (insert as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 1-13-2018 and shall remain in effect until June 30, 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.** The Contractor will be on contract with DPS American Indian Education Department to provide Drumming at the Myers-Wilkins school Pow wow, Hand drumming and presentations on Drumming during cultural activities for DPS . His/Her rate will be \$ 50 a session.

3. **Background Check .** (Applies to contractors working independent with students)

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.

4. **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 \$1,000.00 One thousand dollars. 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.

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

Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor

Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **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.

7. **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.

8. **Independent Contractor.** 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. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

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 the American Indian Education office, 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 1728 E. 1st St. Apt 1. Duluth MN, 55812.

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 Workers 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 arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.



## CONSULTING AGREEMENT

**THIS CONSULTING AGREEMENT** (this “**Agreement**”), is made this 29th day of January, 2018 between Bianco Educational Consulting, LLC, a Colorado limited liability company (“**Consultant**”), and Duluth Public Schools ISD 709, a Minnesota public school district (the “**School District**”).

**WHEREAS**, the School District desires to retain Consultant as an independent contractor to have Consultant train its personnel in implementing the Pathways2Teaching® Program as that program is more particularly described at <http://www.pathways2teaching.com/> (sometimes referred to as the “**Program**”) with the intent to then implement the Program within one or more high schools that are part of the School District.

**WHEREAS**, the School District acknowledges that all copyrights, trademarks and other proprietary rights and Intellectual Property (as defined below) associated with the Program (the “**Program IP**”) are the property of Consultant, based on assignment from the Regents of the University of Colorado, a body corporate, for an on behalf of the University of Colorado Denver, School of Education and Human Development (“**SEHD**”).

**WHEREAS**, Consultant represents to School District that it has the right to license and grant access to the Program IP to School District and to otherwise perform under this Agreement and to do so without infringing on SEHD’s rights.

**NOW, THEREFORE**, in consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, Consultant and School District agree as follows.

### **I. CONSULTANT’S OBLIGATIONS**

Consultant will provide the Training and grant a license to School District to implement the Program in its jurisdiction, as follows:

- a. Provide a 5-day training program for high school instructors and support personnel that will prepare them for the implementation of the Pathways2Teaching® Program in a high school (the “**Training**”);
- b. Provide the training in one Monday through Friday session of at least five (5) hours per day for up to a maximum of twenty (20) participants (which may be instructors, support personnel, and school administration personnel) at the School District’s location at 215 N 1<sup>st</sup> Ave E, Duluth, MN 55802, starting on Monday, March 12, 2018 at 9:00 a.m. (local time) and ending on Friday, March 16 , 2018 at 2:30 p.m. (local time).
- c. Grant a revocable, non-exclusive, royalty free license to the School District to implement the Pathways2Teaching Program within its jurisdiction as set forth in the License Agreement attached hereto as Exhibit A (the “**License Agreement**”).



## II. SCHOOL DISTRICT'S OBLIGATIONS

School District will do the following to facilitate and pay for the Training and implementation of the Program:

- a. Identify and confirm to Consultant its personnel who will attend the Training prior to the start of the Training;
- b. Provide the location for the Training and assume any costs of travel and hotel accommodations for each attendee at the Training;
- c. Execute the License Agreement and hold its employees responsible for knowing and adhering to its requirements; and
- d. Pay the amounts it is required to pay under this Agreement.

## III. TERM

This Agreement has no term and its obligations will continue until fully performed.

## IV. COMPENSATION

For the services provided hereunder, School District will pay Consultant the following amounts:

- a. A fee of \$3,000.00 for each participant who starts the 5-day Training, with a minimum fee of \$21,000.00 (the "**Minimum Fee**" for 7 participants).
- b. \$100 for each participant who starts the 5-day Training for material costs; and
- c. Reimburse for the travel expenses of one (1) trainer for coach airfare, ground transportation, overnight accommodations and meals at the rates permitted under the School District's travel expense policies for its executive personnel ("**Travel Costs**").

The Minimum Fee is non-refundable and any non-refundable Travel Costs incurred by Consultant shall be due even if the School District cancels the Training or no participants attend, although if the cancellation is prior to Consultant's travel to the Training location, Consultant will apply fifty percent (50%) of the Minimum Fee to any Training that is re-scheduled within one year of the originally scheduled date for the Training.

## V. PAYMENT

Consultant will submit an invoice to School District upon the execution of this Agreement for the full amount of the Minimum Fee which shall be due and payable in full by School District upon the earlier of 30 days from the date this Agreement is executed by both parties *or 7 days prior to the scheduled start of the Training*. Consultant will submit an invoice to School District for the balance of any Fee due for Training, for the Training material costs and for Travel Costs upon completion of the Training or, if Training is canceled or no participants attend, as soon as Consultant can account for any fees or costs due which invoice shall be due and payable in full by School District within 30 days of the invoice date. Invoices will be sent to the following address:

Duluth Public Schools  
215 N 1<sup>st</sup> Ave E  
Duluth, MN 55802

Payments on invoices will be sent to:

Bianco Educational Consulting, LLC  
Attn.: Margarita Bianco, Ed.D.  
4178 W. 97th Court  
Westminster, CO 80031

The invoice for Travel Cost reimbursement shall be accompanied by receipts reflecting all such costs.

## **VI. PROGRAM DIRECTORS**

The name and contact information for Program Director at the School District is:

Amy Starzecki, Assistant Superintendent  
218-336-8739 (phone)  
amy.starzecki@isd709.org (email)

The Program Director for Consultant is Dr. Margarita Bianco who can be contacted at:

303-907-9767 (phone)  
[DrBianco@Pathways2Teaching.com](mailto:DrBianco@Pathways2Teaching.com) (email)

The Program Directors shall have the authority to agree on adjustments to the Training and its schedule and who participates in the Training.

## **VII. OWNERSHIP**

Intellectual Property shall mean individually and collectively all ideas, concepts, designs, methods, inventions, modifications, improvements, new uses, and discoveries which are conceived and/or made by an individual or party, including, without limitation, those made, conceived, reduced to a tangible means of expression or reduced to practice in the performance of the responsibilities stated under this Agreement solely by one or more of persons or parties, whether or not patentable. All rights and title to Intellectual Property arising out of a party's performance under this Agreement shall be determined according to this Agreement and the U.S. copyright and patent laws and/or any applicable state laws.

All Pathways2Teaching Program content and any derivative materials (except those licensed to Consultant under the terms of the License Agreement) shall remain the sole property of Consultant and Dr. Margarita Bianco, as they agree between themselves. School District may not use the content of the Pathways2Teaching Program to train additional instructors or personnel staff without express, written consent of Consultant and Dr. Bianco. School District understands and agrees that it may not create any derivative materials from the Pathways2Teaching Program without the express, written consent of Consultant and Dr. Bianco. Any reference or use of the Pathways2Teaching Program name or any of the trademarks or

service marks of Pathways2Teaching and the Program by School District in any marketing materials or otherwise must be approved beforehand by Consultant and Dr. Bianco.

### **VIII. NOTICE**

All notices required by or given under this Agreement or the License Agreement shall be in writing, including electronic mail as a writing, and shall be addressed as follows:

For notice to Consultant: Bianco Educational Consulting, LLC  
Attn.: Margarita Bianco, Ed.D.  
4178 W. 97th Court  
Westminster, CO 80031  
Phone: 303-907-9767  
Email: DrBianco@Pathways2Teaching.com

For notice to School District: Duluth Public Schools  
Attn: Amy Starzecki  
215 N 1<sup>st</sup> Ave E  
Duluth, MN 55802  
Phone: 218-336-8739  
Email: amy.starzecki@isd709.org

Any notice under this Agreement shall be deemed to be duly given to a party upon the earliest of when personally delivered, when receipted for, or three days after placed in the U.S. Mail, first class postage prepaid, addressed to the parties at their address set forth above or to such other address as may be provided to by one party to the other by notice under this Agreement. Notice by email shall be effective if sent to the above email address, or any other email address the parties have used to communicate concerning matters under this Agreement and shall be effective on the next day after such email is transmitted.

### **IX. INDEPENDENT CONTRACTOR STATUS**

Consultant acknowledges that it is an independent contractor, and that no employee of Consultant will be an employee of School District nor will any employee of Consultant be entitled to any of the employment benefits that School District offers to its employees by reason of providing any services under this Agreement. Consultant shall be responsible for and will pay all payroll and other taxes arising from the payment of the Fees under this Agreement. Consultant further acknowledges that School District will not pay any payroll taxes on and will issue to Consultant an IRS Form 1099 for compensation under this Agreement. Except for expense reimbursements and School District's other obligations under Section II. of this Agreement, Consultant will be solely responsible for all expenses incurred in the performance of this Agreement.

### **X. NO AUTHORITY**

Consultant has no authority to assume or create any obligation (express or implied) on behalf of School District, or to represent School District in any capacity. Consultant shall not incur any liability on behalf of or in any way pledge or commit the credit of School District.

## XI. MISCELLANEOUS PROVISIONS

a. **Modifications.** This Agreement may only be modified in writing, executed by the party against whom the modification is sought to be enforced.

b. **Waivers.** The failure by a party to exercise or enforce any right or remedy under this Agreement in a particular instance shall not be construed or deemed a waiver of the right to exercise or enforce any right or remedy in the future.

c. **Section Headings.** Section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

d. **Assignment.** This Agreement may not be assigned by either party without the written consent of the other party.

e. **Entire Agreement.** There are no representations, warranties or commitments between the parties, except as set forth or expressly referred to in this Agreement, and this Agreement and the License Agreement supersede all prior agreements, understandings, promises and representations between the parties concerning the subject matter of this Agreement.

f. **Enforcement.** In any action to enforce this Agreement or collect sums due under this Agreement, the prevailing party in such action, as determined by a court of competent jurisdiction, shall be awarded its costs of such action, including reasonable attorney's fees, against the other party.

g. **Governing Law.** The laws of the State in which School District is located, exclusive of its conflict of laws provisions, shall govern this Agreement and the performance by the parties of their respective duties and obligations under this Agreement.

h. **Survivorship.** The provisions of this Agreement necessary to carry out the intention of the parties as expressed herein shall survive the termination or expiration of this Agreement.

i. **Counterparts; Facsimiles.** This Agreement may be executed in one or more counterparts all of which shall be memoranda of one and the same agreement. This Agreement may be executed by facsimile signature which shall signify, to the same extent as any other execution of this Agreement, the intent of the party executing by facsimile to be bound to and by the terms of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]  
SIGNATURE PAGE TO CONSULTING AGREEMENT  
(Pathways2Teaching® Program)

**Consultant:**

Bianco Educational Consulting, LLC  
a Colorado limited liability company

By: Margarita Bianco, Manager

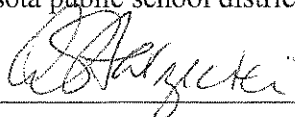
Margarita Bianco.  
EdD

Digitally signed by Margarita Bianco, EdD  
DN: cn=Margarita Bianco, EdD, o, ou=Bianco  
Educational Consulting, LLC,  
email=drbianco@pathways2teaching.com, c=US  
Date: 2018.01.29 13:24:11 -07'00'

Date: 1/29/18

**School District:**

Duluth Public Schools ISD 709  
a Minnesota public school district

By: 

Name: Amy Starzecki

Title: Assistant Superintendent

Date: 1/29/18

By: 

Name: Douglas Hasler

Title: CFO/Director of Business Services

Date: 1/29/2018

## EXHIBIT A

### LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”), made and entered into as of this 8<sup>th</sup> day of January, 2018, to be effective upon the conclusion of the Training provided under the terms of the Consulting Agreement (as defined below) (the “**Effective Date**”), is by and between Bianco Educational Consulting, LLC, a Colorado limited liability company (“**Bianco**”) and Duluth Public Schools ISD 709, a Minnesota public school district (“**Licensee**”).

WHEREAS, Bianco is the creator and owner of the Pathways2Teaching<sup>®</sup> Program as that program is more particularly described at <http://www.pathways2teaching.com/> (sometimes referred to as the “Program”), including, without limitation its training materials, course syllabus, evaluation materials, and related program structure and all trademarks which identify the Pathways2Teaching<sup>®</sup> Program;

WHEREAS Bianco and Licensee are parties to a Consulting Agreement of even date with this Agreement by which Bianco will provide training to Licensee’s personnel in the understanding and implementation of the Pathways2Teaching<sup>®</sup> Program (the “**Consulting Agreement**”);

WHEREAS, the Licensee wishes to obtain from Bianco and Bianco wishes to grant Licensee a non-exclusive license to use the Pathways2Teaching<sup>®</sup> Program within the jurisdiction of the school district administered by Licensee in accordance with the terms and conditions set forth in this Agreement; and

NOW, THEREFORE, in consideration of the terms and conditions set forth in this Agreement, it is agreed as follows:

1. **Grant of License.** Bianco hereby grants the Licensee an revocable, non-exclusive, royalty-free license to implement the Pathways2Teaching<sup>®</sup> Program within the jurisdiction of the school district administered by Licensee, as follows: (a) implementation of the Program must be through instructors trained by Bianco at the expense of the School District (as further qualified by Section 3 of this Agreement); (b) implementation is limited to no more than 20 instructors at any one time; (c) implementation must include the core elements of the Pathways2Teaching<sup>®</sup> Program as outlined in Attachment No. 1 to this Agreement which is incorporated into this Agreement (the “**Core Elements**”); and (d) use of the trademarks and service marks identifying the Program must be limited to identifying the Program and be consistent with any guidelines or limitations provided by Bianco (the “**License**”). As used on this paragraph, the License includes Licensee’s use of the Program’s training materials, course syllabus, evaluation materials, and related program structure and trademarks and service marks identifying the Program.

2. **End-User Licenses.** At Bianco’s request, Licensee agrees that it will require of and obtain from any instructors or other employees or contractors of Licensee who participate in the

Program an end-user license for the benefit of Bianco with terms consistent with the terms of this Agreement.

3. **Derivative Works.** The Licensee shall not edit, alter, retouch, revise or otherwise change the Program, except with the express, prior, written approval of Bianco. Any derivative works created by Licensee shall be deemed licensed to Bianco by Licensee as an irrevocable, perpetual, royalty free, fully transferrable license for all educational uses, including, without limitation, for use in conjunction with the Pathways2Teaching<sup>®</sup> Program.

4. **License Term.** This License shall be for a fixed term of five (5) years following the Effective Date, subject to extension upon Bianco providing updated or additional training in the Pathways2Teaching<sup>®</sup> Program to Licensee's instructors. The extension shall be for five (5) years following the last date of training or retraining provided by Bianco to Licensee's instructors. Only those instructors who either have been trained or had their training updated by Bianco within the previous five (5) years shall qualify as an instructor for purposes of this Agreement and implementation of the Program. Upon termination of the License, Licensee shall cease implementation of the Program at the end of the academic year in which termination occurs and shall thereafter cease any use of the Program materials, trademarks and service marks associated with the Program, including, but not limited to, cease any use the mark: Pathways2Teaching<sup>®</sup>.

5. **Retained Rights.** The Licensee hereby acknowledges and agrees that, except for the rights granted under the License, Bianco shall retain any and all rights, title and interest, including, without limitation, any copyrights, in and to the Program and any derivative works, and the Licensee shall not use the Program or Program materials except as allowed under this Agreement without the express permission of Bianco. Licensee agrees to respect and not to remove, obliterate, or cancel from view any copyright, trademark, or other proprietary notice or mark appearing on the Program or Program materials and to reproduce and include same on each copy of the materials.

6. **Termination of License.** Bianco shall have the right to terminate this License if Licensee breaches any term or condition of this License or the Consulting Agreement and such breach continues for more than thirty (30) days following Bianco's written notice of breach being given to Licensee. Licensee acknowledges and agrees that its use of and right to use Bianco's trademarks and service marks used to identify the Pathways2Teaching<sup>®</sup> Program require that Licensee strictly adhere to the Core Elements of the Pathways2Teaching<sup>®</sup> Program and that Licensee's failure to do so may harm the value of those marks and will result in termination of the License.

7. **Remedies.** Licensee acknowledges and agrees that any breach of this Agreement by Licensee or its employees, contractors, or agents will naturally cause Bianco to suffer harm, which will be irreparable and entitle Bianco to injunctive relief, including restraining orders, without necessity of bond or other security, which is hereby waived, to prevent ongoing breaches of this Agreement. The remedies of this Section 7 are in addition to the remedies available to Bianco under any other provision of this Agreement or under the Consulting Agreement.

8. **No Warranties; Limitations of Liability.** Except for Bianco's representation under the Consulting Agreement that the granting of the License and use of the Program and Program materials as permitted by the License will not violate the rights of the Regents of the University of Colorado, a body corporate, for an on behalf of the University of Colorado Denver, School of Education and Human Development, BIANCO MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE PROGRAM AND USE OF THE PROGRAM MATERIALS AS CONTEMPLATED UNDER THIS AGREEMENT WILL NOT INFRINGE ANY COPYRIGHT, TRADEMARK, SERVICE MARK, OR OTHER RIGHTS OF THIRD PARTIES. In no event shall Bianco's aggregate liability under this Agreement or the Consulting Agreement or arising out of the condition or use of the Program or Program materials, or any training or other services provided by Bianco concerning the Program and Program materials (whether Bianco's liability is in contract, tort, statutory, or otherwise) exceed the amount actually paid by Licensee under the Consulting Agreement or for any other training required by this Agreement. In no event shall Bianco be liable to anyone for any indirect, punitive, special, exemplary, incidental, consequential, or other indirect damages of any type or kind arising out of or in any way connected with this Agreement or the Consulting Agreement, even if Bianco has been previously advised of the possibility of such damages.

9. **Incorporation of Consulting Agreement.** All of the terms and provisions of the Consulting Agreement are hereby incorporated into and made a part of this Agreement.

10. **Miscellaneous Provisions.**

a. Modifications. This Agreement may only be modified in writing, executed by the party against whom the modification is sought to be enforced.

b. Waivers. The failure by a party to exercise or enforce any right or remedy under this Agreement in a particular instance shall not be construed or deemed a waiver of the right to exercise or enforce any right or remedy in the future.

c. Section Headings. Section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

d. Assignment. Neither this Agreement nor the License may be assigned, voluntarily or by operation of law, by Licensee without the express, written consent of Bianco.

e. Entire Agreement There are no representations, warranties or commitments between the parties, except as set forth or expressly referred to in this Agreement, and this Agreement and the Consulting Agreement supersede all prior agreements, understandings, promises and representations between the parties concerning the subject matter of this Agreement.



f. Enforcement. In any action to enforce this Agreement, the prevailing party in such action, as determined by a court of competent jurisdiction, shall be awarded its costs of such action, including reasonable attorney's fees, against the other party.

g. Governing Law. The laws of the State in which Licensee is located, exclusive of its conflict of laws provisions, shall govern this Agreement and the performance by the parties of their respective duties and obligations under this Agreement.

h. Survivorship. The provisions of this Agreement necessary to carry out the intention of the parties as expressed herein shall survive the termination or expiration of this Agreement.

i. Counterparts; Facsimiles. This Agreement may be executed in one or more counterparts all of which shall be memoranda of one and the same agreement. This Agreement may be executed by facsimile signature which shall signify, to the same extent as any other execution of this Agreement, the intent of the party executing by facsimile to be bound to and by the terms of this Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

SIGNATURE PAGE TO LICENSE AGREEMENT  
(Pathways2Teaching® Program License)

**BIANCO:**

Bianco Educational Consulting, LLC

By: Dr. Margarita Bianco



Title: Consultant, Bianco Educational Consulting, LLC

Date: January 8, 2018

**LICENSEE:**

Duluth Public Schools ISD 709

By: 

Name: Amy Starzecki

Title: Assistant Superintendent

Date: 1/29/18

By: 

Name: Douglas Halser

Title: CFO/Director of Business Services

Date: 1/29/2018

## Attachment No. 1

### **Core Elements of the Pathways2Teaching® Program**

1. The Licensee must use the name “Pathways2Teaching® Program” to describe the Licensee’s own program by which the Licensee will implement the Pathways2Teaching® Program.
2. The Licensee must attribute the trademark PATHWAYS2TEACHING® as being the registered trademark of Bianco Educational Consulting, LLC, and, in all materials describing its program to implement the development of the Pathways2Teaching® Program, the Licensee must prominently attribute the creation of the Pathways2Teaching® Program to “Dr. Margarita Bianco with the support of the University of Colorado Denver, School of Education and Human Development”.
3. The Licensee must adhere to the Pathways2Teaching’s 6 guiding principles as outlined below:
  - Increase high school students’ awareness of the teaching profession as a viable career choice and an opportunity to engage in **educational justice**.
  - Inclusion - The course is open to **all** interested 11th or 12th grade students.
  - Critical Lens- We draw on the works of **critical pedagogues** to empower students with emancipatory knowledge. That is, **we seek to prepare our students to act for educational justice in their lives and their communities**.
  - College Access & Readiness - High School students enrolled in the Pathways2Teaching program will be **provided with the academic supports to bolster their skills in a challenging course while also earning college credit**. Students will be provided with numerous opportunities visit college campuses throughout the year.
  - Students enrolled in the Pathways2Teaching will be provided with opportunities to **establish mentor/mentee relationships** with community members, MA students, doctoral students, and faculty of color. Several nationally recognized scholars of color will be invited to participate in our guest speaker series via internet video conference call.
  - School, Community, and Family involvement requires a concerted effort. **It is the responsibility of the course instructors to model effective teaching by connecting with families and the community in a culturally responsive manner**. This includes frequent communication, home visits, and school and community sponsored family sharing evenings.

## Attachment No. 1 (cont'd)

### **High Schools & School Districts Participating in the Pathways2Teaching Program**

- School districts should collaborate with college / university partners to offset tuition, textbook, and other costs for the precollegiate P2T course
- High School administrators will provide an experienced teacher who has demonstrated the ability to “connect” with students and their families. The teacher should also have a demonstrated record of teaching excellence.
- High School administrators agree that all new P2T instructors shall participate in the P2T professional development training as provided by Bianco.
- School administrators, counselors, and teachers will actively seek to recruit students of color and males.
- School administrators agree to support college campus visits throughout the year either by providing a substitute teacher or providing other release time for the P2T instructor to participate in the field trips and / or providing a school bus for the campus visit.

### **Instructors**

- Each Pathways2Teaching instructor shall agree to provide data to Dr. Margarita Bianco about student enrollment and have students participate in 2 pre/ post online or hard copy surveys during the school year.
- New instructors agree to participate in P2T professional development training.
- The instructor agrees to teach all the key curriculum components of *Pathways2Teaching*
- **Curriculum:** Pathways2Teaching instructors will be provided with a course syllabus during the P2T professional development training. While some aspects of the course can be altered to meet the unique needs of the students and their community (required readings, weekly assignments), several **key components** of the course *cannot* be altered. These include:
  - Research Project
  - Weekly field experience with elementary or middle school age students
    - Field experience reflection journals (weekly writing assignment)
  - Writing Skill Development & College Essay Writing
    - Students must *apply* to college of their choice as part of the course requirement (please note, high schools should ensure that students are *not* financially burdened by completing this requirement; where possible, application fees should be waived)
  - College Campus visits
  - Participation in state level teacher conferences: Where possible, Pathways2Teaching students should participate (either attend or present) in any available education related conferences

## Attachment No. 1 (cont'd)

### **College/ University Partners**

- College / University partners agree to offer college credit to students who successfully complete all course requirements
- Where possible, college partners will help with the organization, planning and costs associated with one or more campus visits
- Where possible, college partners should identify one or more faculty members who will visit the P2T classes or co-teach several lessons throughout the year.
- Where possible, college partners will identify undergraduate, graduate, and/ or doctoral students to act as mentors to high school P2T students

January 11, 2018

To: Doug Hasler  
From: Ethan Fisher  
Re: Duluth Denfeld High School Auditorium Projector Project

Mr. Hasler,

I am writing to inform you about a project that I have taken on at Denfeld High School. My primary job in the Duluth School system is to be a Social Studies Teacher, and as part of my assignment, I have also been working with the Denfeld Executive Board. I have worked in my current capacity since the merger of schools for the 2011-2012 school year. The Exec. Bd. at Denfeld is charged with many different tasks which includes pep assemblies and coronation assemblies. In each assembly that we put on, we are using technology to assist in our delivery of information. Currently, before each assembly, we are needing to cart in a projector and hook it up with a number of cables that connect it to the sound booth which also has computer access. This has posed many challenges over the years. Two years ago I started to investigate a permanent solution, which includes purchasing a new projector, mounting it to the underside of the balcony, and hard wiring everything directly to the sound booth. This will save a tremendous amount of time as well as wear and tear on the equipment. It is my understanding that this was originally going to be included in the long range facilities plan, but in the end, there was no money to do this.

I have contacted RAV Technologies and asked them to give us a bid to install the needed equipment and have attached that quote to this letter. All funding for this project has been secured and we are not asking the district to spend any money to get the job done. Please note that the Denfeld Exec. Bd. has already made a \$3,000 deposit on this project two years ago and that is reflected in the quote. In addition, Denfeld received a \$4,000 grant from the Pachel Grant Group, leaving a balance of \$6,211.40, which Exec. Bd. has raised and currently has in their account.

It is my understanding that you need to approve this project before we move on from here. Please let me know if you have any questions regarding this project, and I would be happy to answer them.

Sincerely,

Ethan M. Fisher  
Duluth Denfeld High School



**technologies**

Your All Inclusive Source

November 27, 2013

## **Duluth Denfeld Auditorium Version II**

A PROPOSAL FOR: ISD-709-MNDU-Duluth Public Schools

RAV Technologies  
 1264 Park Road  
 Chanhassen, Minnesota 55317  
 952-443-9810 main  
 952-443-9812 fax

November 27, 2017  
 Estimate: 006836 ver. 2

## Labor Scope

RAV Technologies proposes the following:

Install new NEC 9000 lumens projector. We'll be installing two converters so you'll be able to use the three RCA's, and the S-Video. We'll install the Extron IN 1608 presentation switcher . Then we'll run two 12 foot cables HDMI / VGA with audio to the back of the plate to the switcher. which will send the signals to the projector. Install a HDMI / VGA with audio receiver input plate at the front of the stage. We'll fully test the system, and clean-up after ourselves.

Part #	Description	Price	Qty	Extended
RAV-Labor	Labor	\$3,100.00	1	\$3,100.00
<b>Labor Scope Subtotal</b>				<b>\$3,100.00</b>

## Materials

Part #	Description	Price	Qty	Extended
NP-PA903X	NEC - 9000 Lumen Professional Installation Projector w/4K support	\$2,502.00	1	\$2,502.00
NP14ZL	2.98 - 4.77:1 Zoom Lens for the NP-PA500X/PA500U/PA5520W/PA600X	\$2,013.00	1	\$2,013.00
CMA330	8" Offset Ceiling Plate	\$49.00	1	\$49.00
RPAU	Chief Universal Projector Ceiling Mount	\$129.00	1	\$129.00
60-1238-51	IN1608, DTP 330 EXTENSION	\$2,500.00	1	\$2,500.00
60-1271-13	DTP HDMI 4K 230 Rx	\$348.00	1	\$348.00
60-818-03	MLC 104 IP Plus MediaLink Controller with Ethernet Control	\$723.00	1	\$723.00
PC-G1796-E-P-B	VGA/HDMI Input Plate	\$45.00	1	\$45.00
CCN-CSH101	Comprehensive Composite/S-Video & Audio to HDMI Converter	\$90.00	2	\$180.00
M2-HDSEM-M-12F	12' Liberty Reduced Profile HDMI Patching Cables with High Retention	\$14.00	2	\$28.00
E-VGAMAM-M-12	Cable - 12FT VGA Cable	\$36.53	2	\$73.06



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<b>3871</b>	3' HDMI Cable	\$3.34	1	\$3.34
<b>LD5EI8-A</b>	Panduit One-piece latching surface raceway. Supplied with pre-applied adhesive backed tape, Ivory	\$24.00	7	\$168.00
<b>60-1366-12</b>	Extron DTP UWP 232 D Transmitter (60-1366-12) - Black	\$770.00	1	\$770.00
<b>MS64BP-WT</b>	250' Shielded Cat6 - Plenum Shielded	\$230.00	1	\$230.00
<b>Misc. Materials</b>	Materials	\$250.00	1	\$250.00
<b>Materials Subtotal</b>				<b>\$10,011.40</b>

**Discount / Pre-Pay**

Part #	Description	Price	Qty	Extended
<b>Misc. Materials</b>	Pre-Paid Amount	(\$3,000.00)	1	(\$3,000.00)
<b>Discount / Pre-Pay Subtotal</b>				<b>(\$3,000.00)</b>

**Recap**

	Amount
Labor Scope Total	<b>\$3,100.00</b>
Materials Total	<b>\$10,011.40</b>
Discount / Pre-Pay Total	<b>(\$3,000.00)</b>
Shipping	<b>\$100.00</b>
<b>Grand Total</b>	<b>\$10,211.40</b>

**\*\*\*Shipping is not included and is billed as it is incurred.\*\*\***

The following terms and conditions shall apply to each order for products and services of Affinitech Inc. and shall constitute the entire agreement between the parties. The terms and conditions may not be varied, and no modification or addition shall be of any force or effect unless specifically accepted by Affinitech Inc. in writing. Acceptance of orders which contain additional or different conditions of purchase printed on the order or other form shall not be binding upon Affinitech Inc. unless specifically agreed to in writing by an authorized representative of Affinitech Inc. If any conflict exists between the terms and conditions as set forth herein, and those terms and conditions as contained on Buyer's purchase order, acceptance or other order form, THESE TERMS AND CONDITIONS SHALL SUPERSEDE AND GOVERN.

# RAV Technologies

1264 Park Road  
Chanhassen, Minnesota 55317  
952-443-9810 main  
952-443-9812 fax

November 27, 2017  
Estimate: 006836 ver. 2

## 1. Pricing

Upon Affinitech Inc.'s acceptance of a written purchase order, Affinitech Inc. will supply products and/or services at the price stated in Affinitech Inc.'s quotation, or if no quotation exists, then in Affinitech Inc.'s price list, if any. Affinitech Inc. reserves the right to revise prices if Buyer has not placed an order for products or services subject to any quotation given to Buyer within thirty (30) days of the date on the quotation. In all other cases, Affinitech Inc. reserves the right to revise prices at any time [upon at least thirty (30) days' notice] or [without notice] prior to the date of shipment of products. Buyer shall pay any extra costs reasonably and necessarily incurred by Affinitech Inc. as a result of any changes or modifications to specifications requested by Buyer.

## 2. Cancellation

Buyer may not cancel or revise any order accepted by Affinitech Inc. without prior written consent of Affinitech Inc. All awarded projects that are canceled are subject to a **20% cancellation fee** in addition to any already incurred cost by Affinitech Inc. and is due within 30 days of the cancellation.

## 3. Payment

**Payment terms are thirty (30) days net from date of invoice.** Affinitech Inc. reserves the right, however, to modify the credit terms here-under or to require payment in advance or C.O.D. when deemed advisable by Affinitech Inc., at its sole discretion.

## 4. Late Payment

Affinitech Inc. reserves the right to charge Buyer interest at 1.5% per month or the maximum legal rate, whichever is less, for any payments more than thirty (30) days overdue. Buyer shall also pay collection costs or court costs plus reasonable attorneys' fees if its account is referred to a collection agency or attorney for collection.

## 5. Taxes

In addition to the stated purchase price, Buyer will pay any tax imposed by any federal, state or other governmental authority on the sale of the products and/or services in states where Affinitech Inc. is not required to remit tax.

## 6. Delivery/Shipping

**Shipping is not included and is billed as it is incurred.** Any delivery schedule which Affinitech Inc. may provide to Buyer represents a good faith estimate of delivery dates and shall not bind Affinitech Inc. to anything more than its reasonable efforts to meet such estimates. Affinitech Inc. will not be liable for any loss or expense (consequential or otherwise) incurred by Buyer as a result of any delay in delivery. Any requests from Buyer for expedited freight will be billed as a change order.

## 7. Work Delay

All work is to be completed on an agreed upon schedule. Any excessive labor cost incurred by Affinitech Inc. due

## RAV Technologies

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Chanhassen, Minnesota 55317  
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November 27, 2017  
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to work site delays beyond the control of Affinitech Inc. will be billed as a change order.

### **8. Indemnification**

Buyer agrees to comply with all applicable federal, state and local laws, rules and regulations and to indemnify and save harmless Affinitech Inc. for and from any and all liabilities, expenses, costs and damages which Affinitech Inc. may incur or suffer as the result of Buyer's failure or omission to do so. Buyer shall also indemnify and hold Affinitech Inc. harmless for any and all liabilities, costs and damages which Affinitech Inc. may incur or suffer as a result of Buyer's failure to comply with the terms and conditions stated herein.

### **9. Confidentiality**

Affinitech Inc. agrees not to disclose to any third parties information regarding Buyer or its business or its customers, or use such information for any purpose other than performing Buyer's order, without written approval of Buyer.

### **10. Independent Contractor**

Affinitech Inc. shall at all times act in its own capacity and right as an independent contractor, and nothing contained herein shall be construed to make Affinitech Inc. an agent or partner of Buyer.

### **11. Terms**

These terms shall continue to be effective until all obligations here-under or any agreement formed pursuant to any quotation given to Buyer have been performed. Either party shall, however, have the right to terminate any such agreement at any time without cause upon thirty (30) days' written notice to the other.

### **12. Warranty**

Products sold by Affinitech Inc. carry their respective manufacturer's warranty and are the responsibility of the buyer to contact and work with the manufacturer if warranty work is required, unless existing support contract is in place with Affinitech to handle. Any installation performed by Affinitech or one of its sub-contractors is warranted to be free of workmanship defects for **one year**. Defects do not include variations in programming or installation that varies from the original scope.

RAV Technologies  
1264 Park Road  
Chanhassen, Minnesota 55317  
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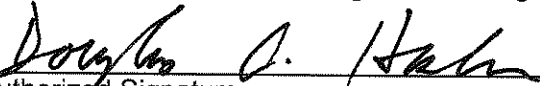
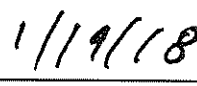
November 27, 2017  
Estimate: 006836 ver. 2

**Customer Acceptance**

We appreciate the opportunity, if you have any questions or comments, please call.

Thank you,

Wayne Williams  
952-697-2125  
wwilliams@ravtechnologies.com

	
Authorized Signature	Date
<hr/>	
Douglas A. Hasler, CFD	
Printed Name	

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

## AGREEMENT

**THIS AGREEMENT**, made and entered into this **12<sup>th</sup> day of January 2018**, by and between Independent School District #709, a public corporation, hereinafter called District, and **Tara Frisbie**, 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: (insert as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of **January 12, 2018** and shall remain in effect until **June 30, 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.** Please see attached job description.

3. **Background Check.** (Applies to contractors working independent with students)

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.

4. **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 at the rate of **\$27.00 per hour up to a sum not to exceed \$12,000**. 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.

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

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **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.

7. **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.

8. **Independent Contractor.** 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. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

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 Pam Rees, 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

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 arise from operations under the Contract whether the operations are by the contractor 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.

*Don Amii R.D. 10* 11/2/2014  
INDEPENDENT SCHOOL DISTRICT NO. 709 CONTRACTOR  
DULUTH HEAD START

~~Chair~~ \_\_\_\_\_

\_\_\_\_\_ Title

~~Clock~~ \_\_\_\_\_

\_\_\_\_\_ Title

*James M. P... 1-12-18*  
Program Director

\_\_\_\_\_ Taxpayer Identification Number

*Joseph O. Har*  
Director of Business Service

**DULUTH HEAD START  
JOB DESCRIPTION**

**JOB TITLE:** Head Start Nutritionist/Dietitian

**IMMEDIATE SUPERVISOR:** Head Start Director

**DEPARTMENT:** ISD 709 E-12 Operations

**PAY GRADE ASSIGNMENT:** \$27.00 per hour

**MINIMUM QUALIFICATIONS:** Minimum Bachelor's degree in health, nutrition or related field and possesses a current registration with the Commission on Dietetic Registration of the American Dietetic Association or be eligible, registered and ready to take the examination. Have a current valid driver's license and access to reliable transportation.

**DESIRED QUALIFICATIONS:** Coursework and/or experience with families from a variety of social and cultural backgrounds and families living in economic poverty. Ability to demonstrate effective verbal and written communication skills and to work independently.

**DUTIES AND RESPONSIBILITIES:**

Overseeing program operations and compliance with Head Start Performance Standards and regulations in the area of food and nutrition;

Consult with the Health & Nutrition Services Coordinator

Review all child files for dietary and nutritional needs;

Develop monthly menus for breakfast, lunch and snack that meet nutritional guidelines and work with school district food service department to coordinate meal service;

Reflect cultural and ethnic preferences, and include a wide variety of foods;

Work with food service, nurse and families on special diets for identified food allergies

Monitor food safety practices;

Train staff on food safety and proper serving procedures in accordance with Head Start performance standards;

Monitor hemoglobin levels, height and weight on all children in order to identify potential problems and provide follow-up

Monitor and coordinate oral health activities in the program



Provide nutrition counseling and education to individual parents regarding the nutritional needs of their children;

Provide information and materials for nutrition education activities in the classroom;

Coordinate and provide nutrition education at parent meetings;

Consult with teachers regarding concerns about children's eating;

Update and revise nutrition area of the program plan;

Serve as liaison to nutrition and food resources in the community;

Member of Head Start Health Advisory Committee;

Other duties as assigned by supervisor.

# AGREEMENT

**THIS AGREEMENT**, made and entered into this day of January 10, 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and David “Niib” Aubid, 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: (insert as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 15, 2018, and shall remain in effect until June 30, 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.** The contractor will provide the presentation of Ojibwe language stories/teachings as learning opportunities for staff and students on the Ojibwe language. The contractor will allowed to provide the presentations in accordance with their knowledge and customs of Ojibwe language and culture to ensure authenticity and respect for the knowledge of the contractor.
3. **Background Check .** (Applies to contractors working independent with students)

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.

4. **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 at a rate of (Four-hundred and 0/100 dollars) \$400.00/session (2 hours) up to a sum not to exceed Two-thousand and 0/100 dollars (\$2,000.00). 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.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
  - a. Payment shall be made by the District on the day of service (to be Culturally Responsive) or within 30 days of submission of a proper invoice by the Contractor;
  - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **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.

7. **Ownership of Materials.** The District reserves the rights to REQUEST 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. **The nature of this service requires a culturally responsive request that aligns with Ojibwe culture.**

8. **Independent Contractor.** 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. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

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 the Office of Education Equity, 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: **David "Niib" Aubid**

Address: 20831 363rd Ln McGregor MN 55760

Phone: 828 330-1455

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 arise from operations under the Contract whether the operations are by the contractor 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.

David Aubiel \_\_\_\_\_ 1/10/18  
Contractor Signature SSN/ Tax Identification Number Date

WILLIAM HOWES \_\_\_\_\_ 1/10/18  
Initiator Date

Will Howard \_\_\_\_\_ 1/10/18  
Program Director Date

Phil Plam \_\_\_\_\_ 1/12/18  
Director of Curriculum and Instruction Date

Joseph A. Har \_\_\_\_\_ 1/16/18  
Director of Business Service / Superintendent of Schools Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 2nd day of January, 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and **Avalon Educational Institute**, 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: (insert as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 5th, 2018, and shall remain in effect until June 8th, 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.** The contractor will provide the following services:

### Course Plans: Capoeira

Course Duration: 20 weeks, 1 hour class per week

### Introduction/Goals of the Course

Capoeira is an Afro-Brazilian art form, created by African slaves in Brazil, during the Portuguese colonization. Students will learn several fundamental aspects of this art form during each class elaborated and adapted according to the district safety rules.

### Learning Objectives

By the end of the course, students will:

- Understand the **importance of stretching, warm-ups and strengthening exercises** (sit-ups, push-ups and lunges).
- Be able to do: "**Ginga**" (the basic Capoeira swing), "**Esquiva**" (dodges, 3 different types), kicks ("**Martelo**" direct kicks and "**Mea lua**" round kicks), acrobatics ( "**au**" cartwheel, "**Macaco**" squat position, etc.).
- Be able to play all Capoeira instruments as well as sing and lead a variety of Capoeira songs

- **Build sense of community by participating in the "roda" (Capoeira circle).** Everybody has an important role in the circle, whether playing in the circle or making the music: clapping, drumming and singing.
- **Content Outline: Typical Lesson**

	Activity	Description	Time
1	Warm Up	Moving all of body briefly to loosen the muscles and gives instructor time to check in with students.	10 min
2	Ginga	Practicing the basic swing — sometimes in the mirror or with a partner.	10 min
3	Combination moves (Ginga, esquivas, kicks)	Learning sequences of different moves.	20 min
4	Conditioning	Strengthening of all muscle groups	5 min
5	Roda (Capoeira circle) and music	Opportunity for students to apply movements in real context	10 min
6	Closing circle	Opportunity to bring class together to officially end activities.	5 min

The contractor will provide extra class material as needed.

### 3. **Background Check .**

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.

4. **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 at a rate of \$50.00 (fifty dollars) per 1-hour session, not to exceed a maximum sum of \$1,500.00 (Fifteen-hundred and 0/100 dollars)/school year. 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.

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

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **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.

7. **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.

8. **Independent Contractor.** 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. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

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 the Office of Education Equity, 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 : **Avalon Educational Institute, 404 W. Superior St., 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





## AGREEMENT

**THIS AGREEMENT**, made and entered into this 2nd day of January, 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Avalon Educational Institute, 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: (insert as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 5, 2018, and shall remain in effect until June 30, 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.** Contractor will provide lessons/demonstrations of Martial Arts at various schools in Physical Education classes throughout the district. Schools may include:
  - Ordean East Middle School & Lincoln Park Middle School
  - Denfeld High School & East High School
  - Other locations and performance dates are to be determined.
  
3. **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 up to a total of 15 classes at \$200 (two-hundred and no/100 dollars)/class up to a sum not to exceed \$3,000.00 (three-thousand and no/100 dollars). 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.
  
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
  - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
  - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
  
6. **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.

7. **Independent Contractor.** 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.

8. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

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.

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 Office of Education Equity, 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: Avalon Educational Institute, 404 W Superior St, Duluth, MN 55802.

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.

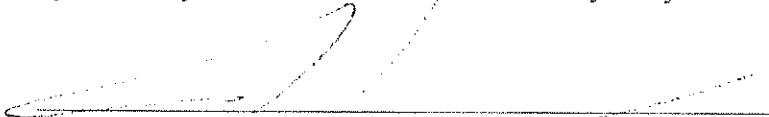
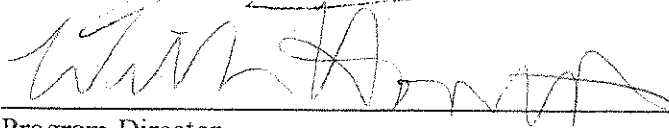
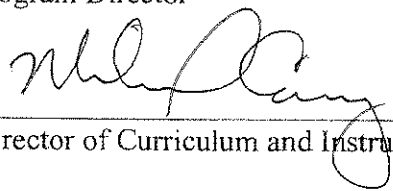

16. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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 arise from operations under the Contract whether the operations are by the contractor 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.

 Contractor/Justin Markus	01-0922146 SSN/ Tax Identification Number	1/2/18 Date
 Program Director		1/8/18 Date
 Director of Curriculum and Instruction		1/5/18 Date
 Director of Business Service / Superintendent of Schools		1/10/18 Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 1st day of January 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth 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:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 1<sup>st</sup>, 2018 and shall remain in effect until June 30<sup>th</sup>, 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.**

**Program Description:** PACE (Programs for Academic and Cultural Enrichment).

The Summer School and After-School programming will provide students at Myers-Wilkins safe, nurturing, and enriching experiences designed to help build students' academic, creative and life skills.

**Location:** Myers-Wilkins Community School

**Schedule:** Meets Monday - Thursdays

2:30-5:00 p.m. January 2018-April 2018

8:30-12:30a.m. June 2018- July 2018

**Program goals:**

1. Improve academic and social achievement of 50+ Myers-Wilkins students through tutoring and enrichment activities employing well-trained staff and volunteers.
2. Maintain clear, on-going communication between classroom teachers and after-school and summer staff to identify students' needs and goals.
3. Provide high-quality programming, through highly engaging arts, literacy, science, leadership and health/recreation activities in an after-school setting.
4. Ensure equitable access to after-school and summer programming.
5. Foster positive relationships between school, home(parents) and community and increase parent involvement.

**Outcomes for Participants:**

1. By the end of the 2017/18 school year, or the end of summer program, 80% of the participating students will have reached their personal academic goals.
2. Within a month of beginning a program, 100% of the students who participate in the afterschool COMPASS program or summer school academic program will have an individual learning plan with clearly stated goals and outcomes.

3. Student participants will develop robust vocabulary, knowledge, and skills in their chosen class topics.
4. Provide safe, reliable transportation for students.
5. Increased parent engagement and communication through parent advisory Council, leadership opportunities, volunteer opportunities, family classes and/or special events. Family Liaison's will contact families monthly through phone conversations or in person, in addition to a monthly newsletter.

### **Program Design:**

Beginning in October of 2017 approximately 50 referred students will participate in after-school enrichment classes focused on academic support, Social Emotional Learning, and STEM education. Students will receive structured, academic instruction 3 days a week, taught by qualified instructors and supported by additional staff and volunteers. In addition, once a week, students will have a choice of a science, arts, literacy, leadership, or health/recreation based class. Each student enrolled in the COMPASS program will have an assigned family liaison and an Individual Learning Plan.

The after-school program will conclude in April with a family and community event highlighting students' work through a slide show, performances and exhibits. Transportation and meals are provided for family events.

The Youth program coordinator will be responsible for orchestrating the logistics of enrollment, implementation and transportation; providing a nutritious snack, and program support for the students, families, instructors, and volunteers involved in this program. In addition, they will coordinate family events/classes and collaboration other organizations and individuals offering programs and supports to families within the school.

The Family liaisons work directly with students, developing and implementing curriculum and assessments. They recruit, train, and supervise volunteers, work-study students and AmeriCorps members. They meet with teachers on an on-going basis to identify student goals, progress, and needed supports. Family liaisons, AmeriCorps members, community instructors and EXCEL teachers will provide instruction and coaching with assistance from work-study students and college/community volunteers.

The Contractor will be responsible for maintaining program fidelity in accordance with the specified outcomes and implementation design. Appropriate assessment tools for measuring outcomes and reporting results will be the responsibility of the DCSC in partnership with Myers-Wilkins administrators.

The Contractor will be responsible for recruitment, training, support and compensation (through funds requested in this contract) of the project coordinators and contracted instructors. Contractor will also purchase supplies required for the program and be responsible for the costs of transportation (through funds requested in this contract).

### **Assessment:**

Student outcomes will be reported 3 times annually through compilation of attendance data, surveys, and pre-post assessments. Summaries are available upon request in January 2017, June 2018, and August 2018.

### 3. Projected Budget:

Cost Item Description	Purpose	Outcome	Annual Cost 1/1/18-6/30/18
<b>Youth Program Coordinator, Family Liaison and program instructors</b>	Provides direct teaching instruction within the COMPASS program and enrichment classes.  Develops and Implements educational and social emotional curriculum.  Collaborates with teachers to develop ILP's and provide needed support for students.	Provide safe, nurturing and enriching experiences designed to help build students' academic, creative and life skills.	<b>Total Cost: \$6,160</b>
<b>Transportation:</b>	Provide Bussing for students during the school year and summer programs. Provide transportation for families for school events.	Maintain consistent attendance and provide equitable access for all students. Provide equitable access for all families to participate in events and school	<b>Total Cost: \$10,000</b>
<b>Total Cost for 1/1/18 – 6/30/18</b>			<b>\$16,160</b>

**4. 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 \$ 16,160. 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 reimbursement on a monthly basis with documentation, using the 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 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.** 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: Myers-Wilkins Community School Collaborative, 108 East 6<sup>th</sup> Street, Duluth, MN 55805 Attn: Jennifer Eddy, Executive Director.

**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.

**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.

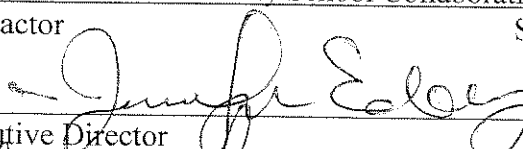
**Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

**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.


**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.

Myers-Wilkins Community School Collaborative      41-2002724      1/4/18  
Contractor      SSN/ Tax Identification Number      Date

      1/4/18  
Executive Director      Date

      1/4/18/1/8/18  
School Principal      Date

      1/10/18  
Director of Business Service / Superintendent of Schools      Date



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 16th day of January, 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Naomi Smith, 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: (insert as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of February 16th 2018, and shall remain in effect until March 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.** 1) The contractor will provide facilitated sessions to 1st and 2nd graders at Laura MacArthur and Piedmont Elementary Schools. Using the power of reading, students will be exposed to the lessons of self-esteem, being different and the importance of learning. There will be class discussion after reading to process story. 2) The contractor will talk to students about two career paths as a graphic Designer, Author and process of writing and illustrating a book.

3. **Background Check.** (Applies to contractors working independent with students)

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.

4. **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 \$ One-hundred and sixty 60/100 dollars (\$160.00). 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.

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

Contractor will be paid in the following manner. Contractor will submit an invoice to the Office of Education Equity monthly for payment. Payment will be made in the amount of twenty dollars per class presentation (\$20.00). Maximum billable time per event is equal to

Student/presentation time of eight (8) classes in any given day. This contract will exclude preparation and travel time.

6. **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.

7. **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.

8. **Independent Contractor.** 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. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

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 the Office of Education Equity, 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: Naomi Smith, 1724 East 6th street Duluth, MN 55812).

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 Workers 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 arise from operations under the Contract whether the operations are by the contractor 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.

Naam Smith  
Contractor Signature \_\_\_\_\_ SSN/ Tax Identification Number \_\_\_\_\_ 1/17/18  
Date

[Signature]  
Initiator - \_\_\_\_\_ 1/22/18  
Date

[Signature]  
Program Director \_\_\_\_\_ 1/22/18  
Date

[Signature]  
Director of Curriculum and Instruction \_\_\_\_\_ 1/29/18  
Date

Douglas C. Hale  
Director of Business Service / Superintendent of Schools \_\_\_\_\_ 1/31/18  
Date



Special Services Department  
Independent School District #709  
215 N. 1<sup>st</sup> Ave. E.  
Duluth, MN 55802

**CONTRACT FOR PRE-SCHOOL PLACEMENT**

This contract, entered into this day **December 19, 2017** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Concordia Community Arts Play Care** (hereafter referred to as the AGENCY) witnesses that:

WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in the student's individual Education Plan (IEP).

Whereas the AGENCY is duly qualified to perform these services for preschool program as determined by student's IEP team.

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:  
Preschool programming for 3.5 hours (210 minutes) per day, 2 day per week, and up to 36 days.
  2. The AGENCY shall perform these services at: **2501 Woodland Ave, Duluth, MN 55803.**
  3. The approximate date the service will begin is, **January 4, 2018** and shall not extend beyond **May 25, 2018**; the contract not to exceed a total of **36 Days** ( 2 Days per Week) and a total cost up to **\$925.00.** (\$185.00 per month).
  4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
  5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15<sup>th</sup> of each month for the preceding month.
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**Duluth**  
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6. Either party may terminate this agreement as follows: Thirty (30) days written notice, or upon mutual agreement.

7. Both parties agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

SIGNED:

\_\_\_\_\_  
Name of Agency

\_\_\_\_\_  
By  
Authorized Agent

\_\_\_\_\_  
Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

Douglas A. Hunter  
C.F.O. Executive Director of Business Services

Date January 10, 2018

Special Services Department  
215 N. 1<sup>st</sup> Ave. East  
Duluth, MN 55802

By Jason Paine 1-9-18  
Director



Special Services Department  
Independent School District #709  
215 N. 1<sup>st</sup> Ave. E.  
Duluth, MN 55802

**CONTRACT FOR PRE-SCHOOL PLACEMENT**

This contract, entered into this day **January 16, 2017** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Concordia Community Arts Playcare** hereafter referred to as the AGENCY) witnesses that:

WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in A \_\_\_\_\_'s individual Education Plan (IEP).

Whereas the AGENCY is duly qualified to perform these services for preschool program as determined by student's IEP team.

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:  
Preschool programming for 3 hours (180 minutes) Monday/Wednesday, and up to 47 days.
  2. The AGENCY shall perform these services at: **2501 Woodland Avenue Duluth, MN 55803.**
  3. The approximate date the service will begin is, **September 20, 2017** and shall not extend beyond **May 18, 2018**; the contract not to exceed a total of **47 Days** (2 Days per Week) and a total cost up to **\$1295.00** (\$185.00 per month).
  4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
  5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: **Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15<sup>th</sup> of each month for the preceding month.**
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Duluth  
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Page 2 - Contract for Purchase of Special Education Services

6. Either party may terminate this agreement as follows: Thirty (30) days written notice, or upon mutual agreement.

7. Both parties agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

SIGNED:

\_\_\_\_\_  
Name of Agency

\_\_\_\_\_  
By  
Authorized Agent

\_\_\_\_\_  
Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

Joseph A. Hahn  
C.F.O. Executive Director of Business Services

Date 1/18/18

Special Services Department  
215 N. 1<sup>st</sup> Ave. East  
Duluth, MN 55802

By John Crane 1/17/18  
Director





Special Services Department  
Independent School District #709  
215 N. 1<sup>st</sup> Ave. E.  
Duluth, MN 55802

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **January 15, 2018** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Endion Square Children's Center** (hereafter referred to as the AGENCY) witnesses that:

WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in **N C** individual Education Plan (IEP).

Whereas the AGENCY is duly qualified to perform these services for preschool program as determined by student's IEP team.

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:  
Preschool programming for 4.5 hours (270 minutes) per day, 3 day per week, and up to 39 days.
  2. The AGENCY shall perform these services at: **1823 E. Superior St. Duluth, MN 55812.**
  3. The approximate date the service will begin is, **February 8, 2018** and shall not extend beyond **May 31, 2018**; the contract not to exceed a total of **39 Days** ( 3 Days per Week) and a total cost up to **\$727.** (\$18.00 per day + \$25 enrollment fee).
  4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
  5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. **Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15<sup>th</sup> of each month for the preceding month.**
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6. Either party may terminate this agreement as follows: Thirty (30) days written notice, or upon mutual agreement.

7. Both parties agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

SIGNED:

\_\_\_\_\_  
Name of Agency

\_\_\_\_\_  
By  
Authorized Agent

\_\_\_\_\_  
Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

*Douglas A. Han*  
C.F.O. Executive Director of Business Services

Date 01/18/18

Special Services Department  
215 N. 1<sup>st</sup> Ave. East  
Duluth, MN 55802

By *John Bone 1/15/18*

# Interpreting Service Contract- ISD 709

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This Service Contract is made as of September 6, 2017, by and between the undersigned Partners.

## I. Formation

The undersigned hereby form a general partnership in, and in accordance with the laws of, the State of Minnesota.

## II. Involved Parties

The partnership shall be between Karen C. Sheldon, Independent Contract Interpreter and ISD 709, Duluth Public School.

## III. Term

The contract shall begin on September 7, 2017, and shall continue until June 5, 2018 and thereafter from year to year unless earlier terminated by either party.

## IV. Purpose of Services

The purpose of will be to faithfully render equivalent message from spoken English to a visually signed system, most often ASL, a variation of SEE, or from the signed source to spoken English. This service will be executed to provide access to communication in the classroom and other educational settings on behalf of the student, teachers, faculty and peers. Tutoring type services can be discussed on case by case basis.

## V. Compensation

Compensation will be at a rate of \$40.00 hourly with a two hour minimum required for booking. Fees will be applied at a rate of \$5 per 5 minute the appointment runs over the scheduled time limits. Invoices will be e-mailed to the ISD 709 District office twice a month. Payment is due within 14 days of receipt. Compensation shall not exceed the total payment of \$6,000 for the term.

## VI. Cancellation

Cancellation with more than 48 hour notice from the requesting organization (ISD 709) will not be charged. Cancellation with less than 48 hour notice from the requesting organization will be charged the full rate. Cancellation due to inclement weather will be charged at the full rate.

In the event the interpreter is unable to attend a scheduled job for emergency or illness, notification to the responsible party, Carla Larson, will occur as soon as possible. No fee for services will apply. The interpreter will not be responsible for finding a replacement interpreter.

## VII. Travel

Should the working assignment require travel between sites after the start of the initial assignment, a mileage rate of \$0.38 per mile will be charged. Documentation of travel will be included in the invoice.

## VIII. Contact

The interpreter, Karen C. Sheldon, can be contacted at 952-567-1079 voice/text/FaceTime or via email at karensheldon@gmail.com. Correspondence can be mailed to 1019 North 59<sup>th</sup> Ave West, Duluth MN 55807

This contract for services shall be binding upon the respective heirs, executors, administrators, and personal representatives of the parties.

The parties have caused this Agreement of Partnership to be executed on the dates indicated below, effective as of the date indicated above.

<i>Karen C. Sheldon</i> Karen C. Sheldon, Interpreter	<i>Karen C. Sheldon</i> Partner (Signature)	9-6-17 Date
--	--	----------------

ISD 709 Representative Name and Title	Partner (Signature)	Date
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<i>Douglas A. Hyster, CFO</i> ISD 709 Representative Name and Title	<i>Douglas A. Hyster</i> Partner (Signature)	01/16/18 Date
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Special Services Department  
Independent School District #709  
215 N. 1<sup>st</sup> Ave. E.  
Duluth, MN 55802

**CONTRACT FOR PRE-SCHOOL PLACEMENT**

This contract, entered into this day **January 8, 2018** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **University Nursery School - College St.** (hereafter referred to as the AGENCY) witnesses that:

WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in a \_\_\_\_\_ individual Education Plan (IEP).

Whereas the AGENCY is duly qualified to perform these services for preschool program as determined by student's IEP team.

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:  
Preschool programming for 8 hours (480 minutes) per day, 3 day per week, every other week, and up to 30 days.
  2. The AGENCY shall perform these services at: **835 W. College St. Duluth, MN 55811.**
  3. The approximate date the service will begin is, **January 8, 2018** and shall not extend beyond **June 1, 2018**; the contract not to exceed a total of **30 Days** ( 3 Days per Week, every other week) and a total cost up to **\$1080.00.** (\$36.00 per day).
  4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
  5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15<sup>th</sup> of each month for the preceding month.
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Page 2 - Contract for Purchase of Special Education Services

6. Either party may terminate this agreement as follows: Thirty (30) days written notice, or upon mutual agreement.

7. Both parties agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

SIGNED:

\_\_\_\_\_  
Name of Agency

\_\_\_\_\_  
By  
Authorized Agent

\_\_\_\_\_  
Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

Douglas C. Harlan  
C.F.O. Executive Director of Business Services

Date January 10, 2018

Special Services Department  
215 N. 1<sup>st</sup> Ave. East  
Duluth, MN 55802

By Jason Crane 1-9-18  
Director



Special Services Department  
Independent School District #709  
215 N. 1<sup>st</sup> Ave. E.  
Duluth, MN 55802

**CONTRACT FOR PRE-SCHOOL PLACEMENT**

This contract, entered into this day **January 8, 2018** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **University Nursery School - College St.** (hereafter referred to as the AGENCY) witnesses that:

WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in **A B** individual Education Plan (IEP).

Whereas the AGENCY is duly qualified to perform these services for preschool program as determined by student's IEP team.

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:  
Preschool programming from 9-12am, 3 day per week, at a rate of \$36 per day.
  2. The AGENCY shall perform these services at: **835 W College St, Duluth, MN 55811.**
  3. The approximate date the service will begin is, **December 20, 2017** and shall not extend beyond **June 1, 2018**; the contract not to exceed a total of **55 Days** (3 Days per Week) and a total cost up to **\$1980.00** (\$36.00 per day).
  4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
  5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. **Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15<sup>th</sup> of each month for the preceding month.**
-

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**Duluth**  
**Public Schools**

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6. Either party may terminate this agreement as follows: Thirty (30) days written notice, or upon mutual agreement.

7. Both parties agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

SIGNED:

\_\_\_\_\_  
Name of Agency

\_\_\_\_\_  
By  
Authorized Agent

\_\_\_\_\_  
Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

Douglas A. Hahn  
C.F.O. Executive Director of Business Services

Date 1/19/19

Special Services Department  
215 N. 1<sup>st</sup> Ave. East  
Duluth, MN 55802

By Jason Crane 1/18/18  
Director