



# Duluth Schools ISD 709

Inspire Brilliance

215 North 1st Avenue E  
Duluth, MN 55802

Phone: 218-336-8700  
Fax: 218-336-8773

## AGREEMENT

**THIS AGREEMENT** made and entered into this 28 day of February , 2011, by and between Independent School District #709, a public corporation, hereinafter called District, and the Director John A. Tacha of the Bureau of Lectures & Concert Artist, Inc., 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. This Agreement shall be deemed to be effective as of February 28 , 2011, and shall remain in effect until June 30, 2011, 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. Contractor shall provide the following services:

One (1) one hour assembly performance at Rockridge Elementary School on Tuesday, April 12, 2011 at 8:30 a.m.

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 said obligations up to a sum not to exceed \$ 360.00 . 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. TIN Number

~~48-0513157~~

4. **Requests for Reimbursement.** Contractor will be paid in the following manner. Payment by the District will be made in the amount of

The Adelante Cultural Center through the 'District' will make payment to the Contractor " Bureau of Lectures & Concert Artist, Inc." by a check in the amount of \$360.00 sent via United States Mail within two weeks of the performance, upon the business department's receipt of invoices.

5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs,

forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

**7. Relationship.** 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 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 Superintendent, 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 to

Bureau of Lectures & Concert Artist, Inc.  
5200 Bob Billings Parkway, Suite 201  
Lawrence, Kansas 66049  
Telephone: 1-800-255-0084  
Fax: 785-843-0582

**9. Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

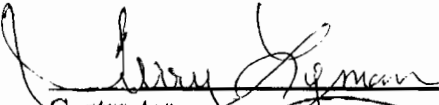
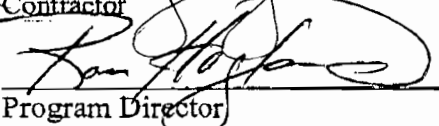
**10. Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.


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

**12. Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

**13. Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

**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 \_\_\_\_\_ date \_\_\_\_\_  
  
Program Director \_\_\_\_\_ date 3/2/11

  
Director of Business Service \_\_\_\_\_ date 3/31/11

# AGREEMENT

**THIS AGREEMENT** made and entered into this thirtieth day of March, 2011, by and between Independent School District #709, a public corporation, hereinafter called District, and Duane Byrd 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. This Agreement shall be deemed to be effective as of March 1, 2011, and shall remain in effect until May 30, 2011, 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. Contractor shall provide the following services:

## **Project Overview**

The Youth of Duluth's ABC program will target 50 – 60 boys and girls from the Hillside Community, aged 4 – 17, from all ethnic backgrounds. Recruitment will be throughout the community at local churches, schools, and community agencies. The duration for the project will be 14 weeks starting March 7, 2011 to May 27, 2011. Participants will meet three times per week, Mondays, Tuesdays, and Fridays from 4:45 p.m. – 6:15 p.m. The ABC program will be housed at the Unity School gymnasium located at 216 E. 2<sup>nd</sup> Street, Duluth, Minnesota 55805. Upon completion of the Youth of Duluth's ABC program, a recognition ceremony will be held for all participating youth.

## **Objectives**

Build a sense of understanding that the combination of academics and basketball contribute to building strong character. The youth will participate in activities that teach team building, leadership, responsibility, positive study and health habits, and athleticism; ultimately assisting them with becoming positive members of society.

## **Goals**

- A. Support the improvement of academic performance at school.
- B. Promote, appreciation and respect of cultures.
- C. Promote, increase responsibility in all settings; home, school and community.
- D. Promote, instill the importance of working together as a team.
- E. Promote and improve health awareness through physical activity.

## **Program Expenditures**

Program Director, 100 hours at \$21.00 per hour	\$2,100.00
Assistant Program Director, 100 hours at \$15.00 per hour	\$1,500.00
<b>Management- Operational</b>	
Uniform (T-Shirts)	\$ 400.00
Gym Shoes	\$1,000.00
Basketballs	\$ 250.00
Book bags	\$ 500.00
Snacks	\$ 500.00
Recognition Program	\$ 500.00
<b>Total</b>	<b>\$6,750.00</b>

## **Youth of Duluth's ABC Program**

The Youth of Duluth's ABC Program will teach academic skills along with basketball skills to promote character development. The first 15 minutes of every session will be devoted to academic awareness. At times, Youth of Duluth will incorporate Duluth community members to speak with participants about the importance of academics and positive character.

**Themes:**

Week 1 - Introduction to the program

Expectations, Ground Rules and Program Objectives

Week 2- Academics

Tools for Academic Success

Week 3 - Cohesion

Each participant is part of a larger organization

Week 4 - Desire

Working hard for what you want

Week 5 - Dedication

Be committed to success

Week 6 - Discipline

Putting play time on hold for studying

Week 7 - Faith

Believe in yourself to achieve your goals

Week 8 - Confidence

Positive affirmations

Week 9 - Respect

Respect for yourself by exhibiting your best behavior

Week 10 - Concentration

Remaining focused at home and school

Week 11 - Academics/Education Revisited

Express how cohesion, desire, dedication, discipline, faith, confidence, respect and concentration help to promote high academic achievement

Week 12 - Community

What can you do to better your community?

Week 13 - Honor

The importance of parents, teachers and community members

Week 14 - Recognition Program

**Program Evaluation**

The Youth of Duluth's ABC program will use several tools to evaluate program success. They include:

**A. Academics**

1. Report cards and progress reports from students.
2. Pre and post surveys from parents.
3. Pre and post surveys from teachers.

**B. Basketball**

1. Pre and post performance reports
2. Attendance reports

**C. Character Development**

1. Individual interviews with participants (pre and post)
2. Small group interviews with participants (pre and post)

**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 said obligations up to a sum not to exceed six thousand seven hundred fifty dollars (\$ 6,750.00). Detail of total as follows: up to \$2,100.00 for Duane Byrd, President for time spent, \$1,500.00 to Rob Watkins, Vice President for time spent and up to \$3,150.00 for reimbursable programming costs as outlined in Agreement 2. Contractor shall provide the following services (see above). 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. TIN Numbers – Duane Byrd 300-53-2026 and Rob Watkins 400-17-3792.

**4. Requests for Reimbursement.** Contractor will be paid in the following manner. Payment by the District will be made in the amount of one thousand dollars (\$1,000.00) upon approval of the contract for start up costs. Reimbursement for the remainder of the contract will be made after receipts totaling one thousand dollars (\$1,000.00) have been received. As additional receipts are provided to the Office of Education Equity a reimbursement request will be submitted to accounts payable for processing. Additional payments programming shall not to exceed \$2,150.00 and will be processed as receipts are provided. Time spent will be reimbursed to each coordinator for 16 hours of preparation time and actual work hours up to 6 hours per week and up to a total of 14 weeks not to exceed three thousand six hundred dollars (\$3,600.00) as present in Agreement 2. Contractor shall provide the following services, Program Expenditures. Invoice to be submitted by the contractors for time spent after services have been completed on a weekly or bi-weekly basis with a payment rate of \$21.00 per hour for Duane Byrd and \$15.00 per hours for Rob Watkins. Invoices are required for payment.

**5. Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

**6. Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

**7. Relationship.** 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 Superintendent, 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: C/O Youth of Duluth's ABC Program, Suite 1, 719 East Second Street, Duluth, Mn 55805. Phone: 218-464-1284.

**9. Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.



# AGREEMENT

**THIS AGREEMENT** made and entered into this Second day of February, 2011, by and between Independent School District #709, a public corporation, hereinafter called District, and Lynette Maury Gibson 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. This Agreement shall be deemed to be effective as of March 7, 2011, 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. Contractor shall provide the following services:  
Lynette Maury Gibson will be presenting at Lowell School March 7th as a part of I love to Read Month and Black history month! Students will get an opportunity to meet with a real author who hails from Liberia.
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 said obligations up to a sum not to exceed \$1,000.00. 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. TIN Number ~~50-0181085~~.
4. **Requests for Reimbursement.** Contractor will be paid in the following manner. Payment will be made in the amount of \$1,000.00 (Lowell PTA in the amount of \$500.00 and the African American Cultural Center in the amount of \$500.00) after services are complete and an invoice is received from the contractor.
5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.
6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.
7. **Relationship.** 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 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 X contractor's address and phone / fax # \_\_\_\_\_.

8804 N. Maplebrook Ct, Brooklyn Park, MN 55445

9. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

10. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

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

12. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

13. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

**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.

[Signature] 2/3/11  
Program Director date

[Signature] 3/14/11  
Director of Business Service date

[Signature] 3/7/11  
Contract date

[Signature] OEE 3/10/11

[Signature] 2-3-11  
Council PTA / Funding Co-President date



# AGREEMENT

**THIS AGREEMENT** made and entered into this twenty seventh day of January, 2011, by and between Independent School District #709, a public corporation, hereinafter called District, and The Metamorphosis Project, Alina Barnes 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. This Agreement shall be deemed to be effective as of January 27, 2011, and shall remain in effect until June 11, 2011, 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. Contractor shall provide the following services:

- Will work with selected teenage girls, administration, staff and volunteer Integrations Specialists in the accomplishment of contract goals.
- Fifteen (15) young women, aged 13 to 16, attending Morgan Park Middle School & Central High School will participate in The Metamorphosis Project. The girls will be referred by the Assistant Principal (Vance Hopkins Jr.) at Central High School, Woodland Middle School Principal (Gina Kleive), and by the Principal at Morgan Park Middle School (Denise Clairmont). After referral, girls will be interviewed and selected on a commitment to metamorphose self, contribute personal well-being and share a sense of community.
- The selected group will meet twice a week for two hours, sessions will be held at the Central Hillside Community Center, 12 E. 4<sup>th</sup> Street. The Group will meet on Wednesdays, from 4pm to 6pm, dinner will be provided & Saturdays, from 10am - 1pm, a brunch will be provided. The duration for the project is 14 weeks (March 9 to June 11, 2011)
- There will be a graduation ceremony for family, friends and community residents to encourage and uplift participants on the last day of class.

**Objective:** Build a sense of unity and community through facilitated group work. The youth will participate in activities that teach team building, leadership, and responsibility to make the choice and fill up a life skills "knapsack" with the correct tools for life.

## Goals:

- Assist selected teenagers to develop as strong confident young women
- Assist them as positive examples for their families and community
- Teach them life skills to manage their lives
- Practice Conflict Resolution/ Peer Mediation
- Build sense of unity and community in the girls
- Develop appreciation for their cultures and respect for other cultures

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 said obligations up to a sum not to exceed \$14,210.00. 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. TIN Number [REDACTED]

4. **Requests for Reimbursement.** Payment and / or reimbursement will be made for Supplies and expenses for programming upon request and or submission of invoices not to exceed ten thousand four hundred sixty dollars (\$10,460.00). Payment will be made by the District to contractor Alina Barnes in the amount not to exceed Three thousand seven hundred and fifty dollars (\$3,750.00). Payment will be made upon receipt of invoice from the contractor

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to be submitted weekly in the amount of two hundred sixty seven dollars and eighty seven cents (\$267.87) per week. Checks will be issued through the district's routine accounts payable process.

**5. Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

**6. Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

**7. Relationship.** 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 Superintendent, 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 to: Alina Barnes, 1812 West Second Street Apt. 3, Duluth, MN 55806.

**9. Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

**10. Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

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

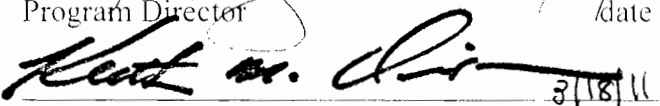
**12. Cancellation.** Either party shall have the right to terminate this Agreement. without cause, upon (30) days written notice to the other party as provided for in this Agreement.

**13. Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

**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.

  
\_\_\_\_\_  
Program Director 3/11/11  
date

\_\_\_\_\_  
Contract date

  
\_\_\_\_\_  
Director of Business Service 3/18/11  
date  
Superintendent of Schools



# Duluth Schools ISD 709

Inspire Brilliance

215 North 1st Avenue E  
Duluth, MN 55802

Phone: 218-336-8700  
Fax: 218-336-8773

## AGREEMENT

**THIS AGREEMENT** made and entered into this 28 day of February, 2011, by and between Independent School District #709, a public corporation, hereinafter called District, and 'Zorongo Flamenco Dance Theater' or 'Zorongo Flamenco, INC.', hereinafter called Contractor.

1. Name of Purchaser: Adelante (Latino/Hispanic Cultural Center)
2. Address of Purchaser: 4784 Howard Gnesen Road- Room 114, Duluth, MN 55803
3. Name of Venue: Nettleton Elementary School, 108 E. 6<sup>th</sup> St. Duluth, MN 55805
4. Contact Person: Kat Livadaros
5. Phone: 218-336- 8865 ext. 2541
6. Email: [Katherine.livadaros@duluth.k12.mn.us](mailto:Katherine.livadaros@duluth.k12.mn.us)
7. Date of Engagement: Thursday, April 28, 2011
8. Type of Engagement: Two (2) - One hour "Tran ti ti tran tran toro" performances
9. Arrival Time: 8:30 a.m. and 5:30 p.m.
10. Performance Times: 9:30 a.m. and 7:00 p.m.

**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 below.

The terms and conditions of this Agreement are as follows:

1. This Agreement shall be deemed to be effective as of February 28, 2011, and shall remain in effect until April 28, 2011, 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. Contractor shall provide the following services:

Description of Performance:

Zorongo Flamenco Inc. will provide the services of three dancers and guitarist for two (2) one hour puppet shows of "Tran ti ti tran tran toro" according to the terms specified below.

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 said obligations up to a sum not to exceed \$ 2000.00 . 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. TIN Number Zorongo Flamenco, INC. # 26-2202530

4. **Requests for Reimbursement.** Contractor will be paid in the following manner. Payment by the District will be made in the amount of \$2000.00 as follows:

The Adelante Cultural Center through the 'District' will make payment to Contractor 'Zorongo Flamenco, INC.' by a check in the amount of \$2000.00 sent via United States Mail within two weeks of performance, upon the business department's receipt of invoices.

5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

7. **Relationship.** 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 Superintendent, 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 to:

Zorongo Flamenco Dance Theater  
3012 Minnehaha Ave. South  
Minneapolis, MN 55406

Administrator: Andrea Tonsfeldt  
Phone: 612-724-2000  
Email: [flamenco@zorongo.org](mailto:flamenco@zorongo.org)

9. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

10. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.


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

12. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

13. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

**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.

3/9/11  
Contractor Administrator                      date  
(Andrea Tonsfeldt of Zorongo Flamenco, INC.)

3/2/11  
Program Director    date

3/23/11  
Director of Business Service    date

# AGREEMENT

**THIS AGREEMENT** made and entered into this twenty eighth day of February, 2011, by and between Independent School District #709, a public corporation, hereinafter called District, and Katrina Thunberg 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. This Agreement shall be deemed to be effective as of March 1, 2011, and shall remain in effect until April 12, 2011, 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. Contractor shall provide the following services:

Ms. Thunberg will co-facilitate the P.A.S.S. Program at Lincoln Park school. The time specified for this seven week Parent Education Program is from 5:00 p.m. to 8:30 p.m. each week. Duties will include but are not limited to:

- Calling parents weekly
- Table leader, help / encourage parent engagement
- Set up / clean up before / after event

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 in performing said obligations up to a sum not to exceed three hundred and fifty dollars (\$350.00) for the seven weeks of the program. 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. TIN Number ~~175-044774~~

4. **Requests for Reimbursement.** Contractor will be paid in the following manner. Payment by the District will be made in the amount of fifty dollars (\$50.00) per session for seven sessions (to include prep. and travel time) upon receipt of invoice from the contractor after services have been performed. Contract to submit invoice twice: Once after three sessions are complete and one after the final session.

5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

7. **Relationship.** 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 Superintendent, 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: 221 East Forth Street, Duluth, Mn 55805. Phone: 218-464-2633.

9. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

10. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

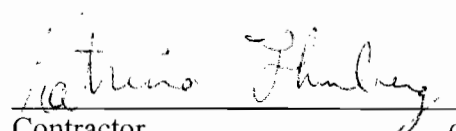
11. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

12. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

13. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

**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.

  
\_\_\_\_\_  
Program Director  
  
\_\_\_\_\_  
Director of Business Service  
2/23/11  
\_\_\_\_\_  
date  
3/23/11  
\_\_\_\_\_  
date

  
\_\_\_\_\_  
Contractor  
3-1-11  
\_\_\_\_\_  
date

# AGREEMENT

**THIS AGREEMENT** made and entered into this twenty eighth day of February, 2011, by and between Independent School District #709, a public corporation, hereinafter called District, and Treasure Jenkins 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. This Agreement shall be deemed to be effective as of March 1, 2011, and shall remain in effect until April 12, 2011, 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. Contractor shall provide the following services:

Ms. Jenkins will co-facilitate the P.A.S.S. Program at Lincoln Park school. The time specified for this seven week Parent Education Program is from 5:00 p.m. to 8:30 p.m. each week. Duties will include but are not limited to:

- Calling parents weekly
- Table leader, help / encourage parent engagement
- Set up / clean up before / after event

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 in performing said obligations up to a sum not to exceed three hundred and fifty dollars (\$350.00) for the seven weeks of the program. 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. TIN Number **150-50**

4. **Requests for Reimbursement.** Contractor will be paid in the following manner. Payment by the District will be made in the amount of fifty dollars per session for seven sessions (to include prep. and travel time) upon receipt of invoice from the contractor after services have been performed. Contract to submit invoice twice: Once after three sessions are complete and one after the final session.

5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

7. **Relationship.** 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 Superintendent, 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: 1731 East Superior Street Apt. 101, Duluth, Mn 55812.

9. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

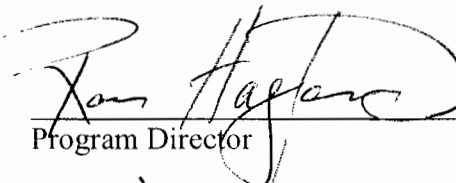
10. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.


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

12. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

13. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

**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.

 2/28/11  
\_\_\_\_\_  
Program Director date

 \_\_\_\_\_  
Contractor date

 3/23/11  
\_\_\_\_\_  
Director of Business Service date

# AGREEMENT

**THIS AGREEMENT** made and entered into this First day of March, 2011, by and between Independent School District #709, a public corporation, hereinafter called District, and Dr. Paula Pederson 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. This Agreement shall be deemed to be in effective December 19-21, 2010 and February 11 & 14, 2011 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. Contractor shall provide the following services:
  - Assist in facilitation of Intercultural Leadership Training for Lead Services (plus) staff members including assessment, planning and implementation

**Dates of Service:** December 19-21, 2010 and February 11 & 14, 2011

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 said obligations up to a sum not to exceed two thousand 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. TIN Number ~~42170-5668~~

4. **Requests for Reimbursement.** Contractor will be paid in the following manner. Payment by the District will be made in the amount of two thousand dollars (\$2,000.00) after services are rendered and an invoice is received.

5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

7. **Relationship.** 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 Superintendent, 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 to: Dr. Paula Pederson, 6476 South Range Line Rd, South Range, WI 54874

9. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

10. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

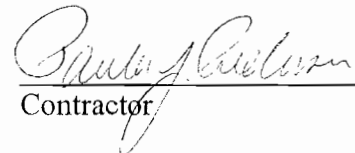
11. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

12. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

13. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to “data on individuals”; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

**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.

  
Tom Hocka                      2/28/11  
 Program Director                      date  
  
W. Hanson                      3/14/11  
 Director of Business Service                      date

  
Paula Pederson                      3/13/11  
 Contractor                      date



## CONTRACT FOR PURCHASE OF SPECIAL EDUCATION SERVICES

This contract, entered into this day **March 22, 2011** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **MacArthur Community Education** (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 ~~Alexandra Kokotovich~~ 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 ~~Alexandra Kokotovich~~ for 2.5 hours a day, 3 days per week (Mondays, Wednesdays, Fridays, 9:15 am to 11:45 am).
2. The AGENCY shall perform these services at: 727 North Central Ave., Duluth, MN 55807.
3. The approximate date the service will begin is **September 19<sup>th</sup>, 2011** and shall not extend beyond **March 8<sup>th</sup>, 2012**; the contract not to exceed a total of 23 weeks of service and a total cost of \$1955.00 (\$85.00 per week for 8 weeks).
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 Special Services Department at Historical Old Central High School (HOCHS) on the 15<sup>th</sup> of each month for the preceding month.

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

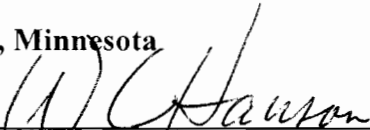
\_\_\_\_\_  
By \_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Date

.....

**INDEPENDENT SCHOOL DISTRICT #709**

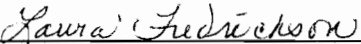
Duluth, Minnesota

  
\_\_\_\_\_  
C.F.O. Executive Director of Business Services

Date 3/23/11

.....

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

By   
\_\_\_\_\_  
Director

Date 3-21-11



## CONTRACT FOR PURCHASE OF SPECIAL EDUCATION SERVICES

This contract, entered into this day **March 22, 2011** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **MacArthur Community Education** (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 ~~Alison K. [redacted]~~'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 ~~Alison K. [redacted]~~ for 2.5 hours a day, 2 days per week (Tuesdays and Thursdays, 9:15 am to 11:45 am).
2. The AGENCY shall perform these services at: 727 North Central Ave., Duluth, MN 55807.
3. The approximate date the service will begin is **March 22, 2011** and shall not extend beyond **May 19th, 2011**; the contract not to exceed a total of 8 weeks of service and a total cost of \$600.00 (\$75.00 per week for 8 weeks).
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 Special Services Department at Historical Old Central High School (HOCHS) on the 15<sup>th</sup> of each month for the preceding month.

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.

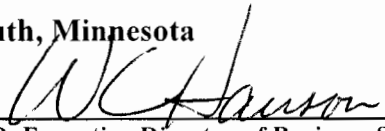
**SIGNED:**

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

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

\_\_\_\_\_  
Date

**INDEPENDENT SCHOOL DISTRICT #709**

Duluth, Minnesota  
  
\_\_\_\_\_  
C.F.O. Executive Director of Business Services

Date 3/23/11

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

By Laura Fredrickson  
Director

Date 3-21-11



## CONTRACT FOR PURCHASE OF SPECIAL EDUCATION SERVICES

This contract, entered into this day **March 14, 2011** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Little Treasures** (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 ~~Student's IEP~~ 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 ~~Samantha~~ for 1.5 hours a day 1day per week (Mondays from 10:30 am – 12:00 pm).
2. The AGENCY shall perform these services at: 1401 E. 1<sup>st</sup> Street, Duluth, MN 55805.
3. The approximate date the service will begin is **March 14, 2011** and shall not extend beyond **June 6, 2011**; the contract not to exceed a total of 12 days of service and a total cost of \$252.00 (\$21.00 per day for 12 days).
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 Special Services Department at Historical Old Central High School (HOCHS) on the 15<sup>th</sup> of each month for the preceding month.



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:**

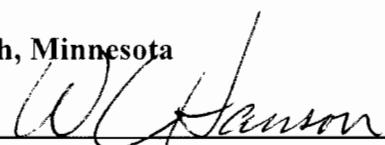
\_\_\_\_\_  
Name of Agency

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

\_\_\_\_\_  
Date

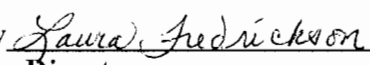
**INDEPENDENT SCHOOL DISTRICT #709**

Duluth, Minnesota

  
\_\_\_\_\_  
C.F.O. Executive Director of Business Services

Date 3/23/11

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

By   
\_\_\_\_\_  
Director

Date 3-21-11



**CONTRACT FOR PURCHASE OF SPECIAL EDUCATION SERVICES**

This contract, entered into this day **March 28, 2011** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Endion Square Latch Key** (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 **[REDACTED]**'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 [REDACTED] for 2.5 hours a day 2 days per week (Monday and Wednesday, 8:30 to 11:00 am).
2. The AGENCY shall perform these services at: 1823 E. Superior Street.
3. The approximate date the service will begin is **3-28-2011** and shall not extend beyond **June 8, 2011**; the contract not to exceed a total of 38 weeks of service and a total cost of \$570.00. (\$15.00 per day for 38 days)
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 Special Services Department at Historical Old Central High School (HOCHS) on the 15<sup>th</sup> of each month for the preceding month.

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

W. K. Hanson  
\_\_\_\_\_,  
C.F.O. Executive Director of Business Services

Date 3/25/11

.....

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

By Saura Feduckson  
\_\_\_\_\_  
Director

Date 3-21-11



## CONTRACT FOR PURCHASE OF SPECIAL EDUCATION SERVICES

This contract, entered into this day February 28, 2011 by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Homcroft Community Education Preschool** (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 ~~\_\_\_\_\_~~ 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 ~~\_\_\_\_\_~~ for 2.5 hours a day 3 days per week (Monday, Wednesday, Friday, 9:30 to 12:00).
2. The AGENCY shall perform these services at: 4784 Howard Gnesen Road, Duluth, MN 55803.
3. The approximate date the service will begin is March 7, 2011 and shall not extend beyond May 20, 2011 the contract not to exceed a total of 11 weeks of service and a total cost of \$248.75 (\$85.00 per 4 weeks plus # \$15.00 registration 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.

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**

W. C. Hanson,  
C.F.O. Executive Director of Business Services

**Date** 3/7/11

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

**By** Jason Cream 3/1/11  
**Director**

**Date** \_\_\_\_\_

<b>FY:</b> 11	<b>Contract #:</b> 	<b>Cost Center:</b> 328111	<b>Obj Code:</b> 9181	<b>Amount:</b> \$16,000.00	<b>PSFO #:</b> 	<b>PO #:</b> N/A
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STATE OF MINNESOTA  
MINNESOTA STATE COLLEGES AND UNIVERSITIES  
*LAKE SUPERIOR COLLEGE*

**CUSTOMIZED TRAINING INCOME CONTRACT**

**LAKE SUPERIOR COLLEGE** (hereafter College/University) by virtue of its delegated authority from the Board of Trustees of the Minnesota State Colleges and Universities) and ISD 709, 215 North First Avenue East, Duluth, MN 55802 (hereafter Purchaser) agrees as follows:

I. DUTIES OF THE COLLEGE/UNIVERSITY. The College/University agrees to provide the following:

Title of Instruction/Activity/Service: Hire ABE instructor to work on FasTRAC project  
 Dates of Training and Development: February 16, 2011 – May 12, 2012  
 Instructor/Trainer/Consultant: Jody Langseth

II. DUTIES OF THE PURCHASER: ISD 709 will reimburse LSC for payments made to ABE instructor.

III. SITE OF INSTRUCTION/ACTIVITY: TBD

IV. CONSIDERATION AND TERMS OF PAYMENT:

A. Cost: Cost of Instruction/Activity/Service: Not to exceed \$16,000.00

Notwithstanding the thirty (30) day notice period established in paragraph VII, in the event that the Purchaser desires to cancel or reschedule the Instruction/Activity/Service due to low enrollment, Purchaser shall give at least 10 days notice in writing to the College/University's authorized agent to cancel or reschedule. If the Instruction/Activity/Service is canceled as provided herein, the College/University shall be entitled to payment calculated according to paragraph VII. If the Instruction/Activity/Service is rescheduled as provided herein, payment shall be according to this paragraph IV.

B. Terms of Payment. The College/University will send an invoice for the Instruction/Activity/Service performed. **The Purchaser will pay within 30 days of receiving the invoice.**

Please send payment to: Lake Superior College  
 Student Payment Office  
 2101 Trinity Road  
 Duluth, MN 55811

V. AUTHORIZED AGENTS FOR THE PURPOSES OF THIS CONTRACT.

A. Purchasers authorized agent: Beth Tamminen  
 B. College/University's authorized agent: Steve Wagner, Vice President of Workforce Development

VI. TERM OF CONTRACT.

A. Effective Date: February 16, ~~2001~~ <sup>2011</sup> *WCH*

B. End Date: May 12, 2012 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

- VII. CANCELLATION. This contract may be canceled by the Purchaser or the College/University at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the College/University shall be entitled to payment, determined on a pro rata basis, for work or Instruction/Activity/Service satisfactorily performed.
- VIII. ASSIGNMENT. Neither the Purchaser nor the College/University shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.
- IX. LIABILITY. Purchaser agrees to indemnify and save and hold the College/University, its representatives and employees harmless from any and all claims or causes of action arising from the performance of this contract by the Purchaser or the Purchasers agents or employees. This clause shall not be construed to bar any legal remedies the Purchaser may have for the College/University's failure to fulfill its obligations pursuant to this contract.
- X. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE. The Purchaser agrees that in fulfilling the duties of this contract, the Purchaser is responsible for complying with the applicable provisions of the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq. and regulations promulgated pursuant to it. The College/University IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.
- XI. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.
- XII. DATA PRACTICES. The Purchaser agrees to comply with the Minnesota Data Practices Act as it applies to all data provided by the College/University in accordance with this contract and as it applies to all data created, gathered, generated, or acquired in accordance with this contract.
- XIII. RIGHTS IN ORIGINAL MATERIALS. The college shall own all rights, including all intellectual property rights, in all original materials, including any curriculum materials, inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically or magnetically recorded materials, and other work in whatever form, developed by the College/University and its employees individually or jointly with others or any subcontractor in the performance of its obligations under this contract. This provision shall not apply to the following materials:  
N/A
- XIV. JURISDICTION AND VENUE. This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

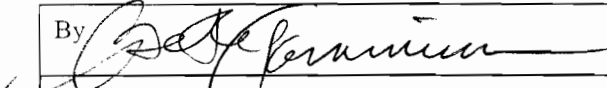
PURCHASERS ADDRESS: ISD 709  
215 N. First Avenue East  
Duluth, MN 55802  
Phone: 218-336-8790  
Fax:  
Email:

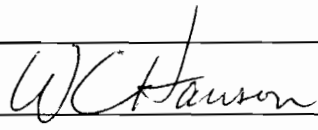
IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

**1. CONTRACTOR:**

**CONTRACTOR** certifies that the appropriate person(s) have executed the contract on behalf of **CONTRACTOR** as required by applicable articles, by-laws, resolutions, or ordinances.

By	
Title	ABE Coordinator, ISD 709
Date	

By	
Title	CFO
Date	3/10/11

**2. MINNESOTA STATE COLLEGES AND UNIVERSITIES**  
**Lake Superior COLLEGE/UNIVERSITY**

By	
Title	Vice President of Workforce & Community Development
Date	