

## **Memorandum of Understanding Workforce Preparation Skills Collaborative Program**

### **Duluth Adult Basic Education and SOAR Career Solutions ABE Program Year 2013 (May 1, 2012 – April 30, 2013)**

**Introduction:** This MOU describes the partnership agreement and operating procedures between the Duluth Adult Basic Education consortium and SOAR Career Solutions in regard to offering workforce preparation skills as described in the “MN ABE Conditional Work Referral Policy, effective May 1, 2011.” The agreement shall be in effect from May 1, 2012 – April 30, 2013, with option to renew on an annual basis.

**Purpose:** The purpose of this agreement is to increase the quality and readiness of entry-level workers in the Duluth area. This will be done by collaboration between ABE, which provides basic skills education, and SOAR, which provides training in job seeking skills, “soft” skills and basic computer skills for work.

**Administration and Coordination:** Supervision of programs will be provided by both Duluth ABE and SOAR based on program location, content and reporting requirements. After initial set up, there will be ongoing communication between the partners including face-to-face meetings at least quarterly, to coordinate intake, referrals, curriculum content and delivery, reporting, and any other issues required for efficient and effective program implementation.

#### **Work Plan for workforce preparation skills:**

1. **SOAR** agrees to provide these services:
  - a. Develop curriculum and identify instructors for classes in the areas of job seeking skills, soft skills for work, and basic computer skills.
  - b. Set a schedule of monthly classes in the three areas of job seeking skills, soft skills for work, and basic computer skills.
  - c. Coordinate with the Duluth Work Force Center to receive written referrals for these classes and to screen and place applicants based on their individual needs.
  - d. Receive referrals from the Adult Learning Center for ABE participants whose learning plan calls for development of pre-employment skills.
  - e. Conduct regular intake and screening for all interested in SOAR classes.
  - f. Refer SOAR applicants or participants who have basic skills needs to ABE - either to the classroom located at SOAR or to the Duluth Adult Learning Center - for skills brush-up classes, GED preparation, adult diploma, or ESL.
  - g. Deliver the pre-employment curricula in the areas specified.
  - h. Offer additional, individualized job seeking/job search skills to those who complete the basic curriculum on an as-needed basis.
  - i. Complete the required ABE enrollment, attendance and exit reports for those who attend classes at SOAR, including copies of WFC referral forms as required for ABE eligibility.
  - j. Coordinate all paperwork with the ABE program staff to avoid duplication and guarantee accuracy and completeness in ABE state reporting.

- k. Provide data on employment and post-secondary enrollment outcomes for participants who are co-enrolled in ABE and SOAR work preparation programs.

**2. Duluth ABE (aka Adult Learning Center) agrees to provide these services:**

- a. Develop curriculum and identify instructors for classes in basic skills, including GED preparation, adult high school diploma completion, and brush-up skills in reading, writing, math and specific test preparation (employment, military, further education including customized training).
- b. Set a regular schedule of classes in the basic skills areas specified.
- c. Provide regular intake and screening for all interested in ABE instruction.
- d. Receive referrals from SOAR for applicants or participants who have basic skills needs in GED Preparation, Adult Diploma coursework, or Brush-up skills.
- e. Refer ABE applicants or participants to SOAR, if their learning plans call for development of pre-employment skills.
- f. Provide SOAR quarterly with a list of ABE participants for purposes of verifying dual enrollment in ABE academic skills programs and SOAR classes.
- g. Deliver the ABE curricula in the basic skills areas specified.
- h. Provide required ABE forms, and guidance for form completion, to SOAR staff.
- i. Complete all required ABE state reports, incorporating the data provided by SOAR for those eligible participants enrolled in pre-employment skills classes.
- j. Provide SOAR data on educational outcomes for co-enrollees and those students referred to ABE by SOAR.

**Fiscal Plan**

- a. Duluth ABE (I.S.D. 709) will act as the Fiscal Agent for the ABE workforce preparation collaborative program.
- b. Duluth ABE will submit all required applications and reports to the Minnesota Department of Education to receive hourly revenue for eligible participants in pre-employment skills classes eligible under the Conditional Work Referral Policy.
- c. Reimbursement to SOAR for services provided will be determined by (1) reported participant contact hours in the pre-employment classes provided by SOAR; and (2) hourly rate of funding by MDE to ABE programs for the given program year. For the 2012-2013 Program Year, the anticipated hourly rate is \$4.00, and the maximum reimbursement shall be \$16,800 (4,200 hours) for those in the Conditional Work Referral category. ABE participants who also attend classes at SOAR (not in the Conditional Work Referral category) may be billed in addition to this amount.
- d. Payment by Duluth ABE (I.S.D. 709) to SOAR will be made based on invoices submitted by SOAR for the number of ABE reportable student hours provided by SOAR. These invoices shall be submitted quarterly, 30 - 60 days after the state ABE required quarterly reporting periods (ending July 31, October 31, January 31, and April 30). I.S.D. 709 shall pay SOAR within 60 days of receiving the invoice and verifying the reportable student hours.

**Review/Alteration/Termination of Agreement**

Either party reserves the right to request a review of this agreement, by written notice of 30 days, for purposes of alteration of terms or termination of the full agreement. Examples of possible reasons for alteration or termination include but are not limited to:

- a. If either party's source of funding necessary for this collaborative program is not obtained or continued at the expected level.
- b. If either party does not execute the responsibilities listed above. A written notice will (1) detail the specific requirements or responsibilities which are not being met, (2) detail a remedial process for correcting the specific problems, and (3) include a timeline by which these problems will be corrected. Failure to meet any of these 3 conditions will be cause for terminating the agreement.

**Signatures.** This document is approved and accepted by these partners:

**Duluth Adult Basic Education, I.S. D 709:**

  
Beth Tamminen, Program Coordinator

4/30/12  
Date

**SOAR Career Solutions:**

  
Rebecca Ellenson, Executive Director

4/30/12  
Date

  
William Hanson, ISD 709 Business Services Director

5/1/2012  
Date



**May 24, 2012 – May 31, 2012**

The Duluth Board of Education, Special Services, 215 N. 1<sup>st</sup> Avenue E., Duluth, Minnesota, 55802, will place and is financially responsible for [REDACTED] of [REDACTED] Avenue, Duluth, Minnesota, 55811, from 05/24/12 to 05/31/12 at Pinewood-Duluth, Inc., 1102 E. Fourth Street, Duluth, Minnesota 55805. [REDACTED] is authorized to receive 1:3 services at an hourly rate of \$13.80. He is also authorized to receive 1:1 services at an hourly rate of \$28.16.

May 24<sup>th</sup> & 25<sup>th</sup>: Duluth Schools will be providing an aide for [REDACTED] for these two entire days.

May 29<sup>th</sup> & 30<sup>th</sup>: Duluth Schools will provide a school aide responsible for [REDACTED] 3 hours per day. The 1:3 cost for the above-stated time period shall not exceed \$55.20 (2 days x 2 hours/day = 4 hours). The 1:1 cost for the above-stated time period shall not exceed \$56.32 (2 days x 1 hour/day = 2 hours). Total overall cost for May 29 & 30<sup>th</sup> (3 hours/day) would be \$111.52.

May 31<sup>st</sup>: Duluth School aide responsible for 1 hour. The 1:3 cost for May 31<sup>st</sup> for 4 hours shall not exceed \$55.20. The 1:1 cost for 1 hour shall not exceed \$28.16. Total overall cost for May 31<sup>st</sup> would be \$83.36.

Total cost for the time period of this contract shall not exceed \$194.88.

The Duluth Board of Education Special Services and Pinewood-Duluth, Inc. agree to abide by the provisions of the Purchase of Service Agreement made by St. Louis County Social Service Department and Pinewood-Duluth, Inc. The dates of the Purchase of Service Agreement are from 09/01/11 through 06/30/12.

This signed agreement authorizes Pinewood-Duluth, Inc. to bill the Duluth Board of Education Special Services for services rendered to Ryan Kingbird between 05/24/12 and 05/31/12. Duluth Board of Education Special Services will be billed and make payment on a monthly basis. St. Louis County Social Service Department will provide ongoing monitoring and evaluation of service for conformance to the Purchase of Service Agreement. Pinewood-Duluth, Inc. will provide an annual progress report on the client.

This agreement shall not replace the above-named person's social history or service plan.

**Additional Conditions**

1. Pinewood will comply with all state and federal reporting requirements. Pinewood will comply with MN Government Data Practices Act, Minnesota Statutes Chapter 13, as applied to all data.
2. Pinewood consents to disclosure of Federal Employer Tax ID number and/or Minnesota Tax ID number already provided to the district.
3. The numbers may be used in the enforcement of federal and state laws resulting in action requiring the contractor to file tax returns, pay delinquent taxes or other state liabilities.

Pinewood-Duluth Placement Agreement

May 24, 2012 – May 31, 2012

[REDACTED]

4. Services must be provided to the satisfaction of the District and not in violation of any federal, state, or local laws, ordinances, rules and regulations. Pinewood will not be paid for work considered in violation of any of those laws or if work is found unsatisfactory.
5. The Director of Special Education shall supervise the contracted services to ensure that services are provided in accordance with client's IEPs.

Cancellation

This agreement may be cancelled by the District or Pinewood at any time, with or without cause, upon 30 days written notice. In the event of such a cancellation, the contractor shall be entitled to payment, determined on a pro rata basis, for work performed to district's satisfaction.

Amendments

Amendments must be in writing and indicate approval by both parties to the amended terms.

State Audit

The books, records, documents and accounting procedures of the contractor and its employees relevant to this agreement must be made available by the State for a minimum of 6 years from the end of the agreement.

Liability

The contractor agrees to indemnify, save and hold the district/agency and its employees harmless from any and all claims or causes of action, including attorney's fees incurred arising from the performance of this agreement by the contractor and its agents or employees.



\_\_\_\_\_  
Business Manager, Bill Hanson  
Duluth Public Schools

\_\_\_\_\_  
Program Director, Chris Filteau  
Pinewood-Duluth, Inc.

5/10/12

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# SchoolMessenger Renewal Authorization

## ACCOUNTING INFORMATION

District Name: Duluth School District 709 - 00711819  
Annual Rate: \$ 8,100 Authorization Date: March 27, 2012  
Reference Quote #: 43664 Renewal Date: June 30, 2012

## ACKNOWLEDGEMENTS

Reliance Communications, Inc. ("Reliance") will continue to provide District with the online communications application SchoolMessenger as further described in the Reference Quote (the "Service") subject to the following terms and conditions and any terms and conditions which may have been agreed to as part of the original purchase of the Service:

**1. License Grant.** Reliance grants District the non-exclusive, non-transferable and terminable license to use the Service. These rights granted to District are provided on the condition that District does not (and does not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Service or any part thereof or otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service.

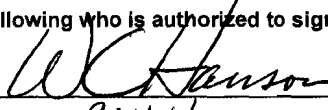
**2. License From District.** Subject to the terms and conditions of this Agreement, District grants Reliance the nonexclusive non-transferable license to copy, store, record, transmit, maintain, display, view, print, or otherwise use District Data to the extent necessary to provide the Service to District. District agrees that the license to District Data shall survive the termination of this Agreement for up to one year, solely for the purpose of storing backup District Data.

**3. Term and Termination.** This agreement will commence on the Authorization Date and continue for 36 months following the Renewal Date (the "Initial Term"), and then will automatically renew for successive one year periods unless either party provides written notice of its desire not to renew at least 30 days prior to the end of the then-current term. If the Initial Term extends beyond one year, the Customer may terminate this agreement for convenience on the one year anniversary of the Renewal Date, and each one year anniversary thereafter, by providing written notice to Reliance at least 30 days prior to the end of the then-current term.

**4. Transmission Of Data.** Reliance warrants that it will use commercially reasonable efforts to ensure that District's Data will be safeguarded and maintained accurately. District understands that the technical processing and transmission of District's electronic communications is fundamentally necessary to District's use of the Service. District expressly consents to Reliance's interception and storage of electronic communications and/or District Data, and District acknowledges and understands that District's Electronic Communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by Reliance. District acknowledges and understands that changes to District's Electronic Communications may occur in order to conform and adapt such data to the technical requirements of connecting networks or devices. District further acknowledges and understands that electronic communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone, or other electronic means. District agrees that Reliance is not responsible for any electronic communications and/or District Data which are lost, altered, intercepted or stored without authorization during the transmission of any data whatsoever across networks not owned and/or operated by Reliance.

**5. Limitations Of Liability.** DISTRICT ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH RELIANCE IS CHARGING HEREUNDER DOES NOT INCLUDE CONSIDERATION FOR ASSUMPTION BY RELIANCE OF THE RISK OF DISTRICT'S INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DISTRICT DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE), ARISING FROM BREACH OF WARRANTY OR BREACH OF CONTRACT, OR NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT.

Agreed and Acknowledged by the following who is authorized to sign on behalf of the District:

Signature:  Date: 5/15/12  
(or initials if signing electronically)  
Name: BILL HANSON Title: CFO

**Udac Inc.  
AND  
Duluth Public Schools**

**AGREEMENT FOR PURCHASE OF TRANSITION SERVICES**

The following is an Agreement between *Udac* and Duluth Public Schools. This Agreement shall be effective May 7<sup>th</sup>, 2012

**I. The Service Provider Agrees:**

- A. To provide evaluation, treatment and consultation services for students with a disability and who have IEP/IFSP/IIIIPs documenting the need for such services under contract at Duluth Public Schools. Services shall also be provided to assist in the evaluations of students identified in the evaluations process. Treatment services shall be provided as prescribed by the students IEP in order to meet the goals as determined by the IEP team.
- B. Not to exceed twenty-five (25) hours of services.

**II. Duluth Public Schools Agrees:**

- A. To pay UDAC for Transition Services at the contract rate of 47.45 per partial day of less than 6 hours.
- B. To remit to the UDAC, upon receipt yearly invoice, the amount due and owing for the services provided.
- C. The Director of Special Education shall supervise the contracted services to ensure that services are provided in accordance with students IEPs.

**ADDITIONAL CONDITIONS**

1. The UDAC and Duluth Public Schools will comply with all state and federal reporting requirements. The UDAC and Duluth Public Schools will comply with MN Government Data Practices Act, Minnesota Statutes Chapter 13, as applied to all data.
2. The UDAC will consent to disclosure of its social security number, federal employer tax ID number and/or Minnesota Tax ID number already provided to the district.

3. The numbers may be used in the enforcement of federal and state laws resulting in action requiring the Duluth Public Schools to file tax returns, pay delinquent taxes or other state liabilities.
4. Services must be provided to the satisfaction of the Duluth Public Schools and not in violation of any federal, state or local laws, ordinances, rules and regulations. The Service Provider will not be paid for work considered in violation of any of those laws or if work is found unsatisfactory.

**CANCELLATION**

This agreement may be cancelled by UDAC or Duluth Public Schools at any time, with or without cause, upon 30 days written notice. In the event of such a cancellation, UDAC shall be entitled to payment, determined on a pro rata basis, for work performed to Duluth Public Schools' satisfaction.

**AMENDMENTS**

Amendments must be in writing and indicate approval by both parties to the amended terms.

**STATE AUDIT**

The books, records, documents and accounting procedures of the Duluth Public Schools and its employees relevant to this agreement must be made available by the STATE for a minimum of 6 years from the end of the agreement.

**LIABILITY**

The Duluth Public Schools agrees to indemnify, save and hold the district/agency; its employees harmless from any and all claims or causes of action, including attorney's fees incurred arising from the performance of this agreement by the Duluth Public Schools and its agents or employees.

Agreed to by:

Duluth Public Schools - ISD 709

UDAC

By WCHanson

By Louise B. Berner

Title CFO

Title EXECUTIVE DIRECTOR

Date 5/15/12

Date 5-7-12



**Udac, Inc.**

**And**

**Duluth Public Schools**

**AGREEMENT FOR PURCHASE OF TRANSITION SERVICES**

The following is an Agreement between Udac and Duluth Public Schools. This Agreement shall be effective May 15th, 2012.

**I. The Service Provider Agrees:**

A. To provide evaluation, treatment and consultation services for students with a disability and who have IEP/IFSP/IIPs documenting the need for such services under contract at Duluth Public Schools. Services shall also be provided to assist in the evaluations of students identified in the evaluation process. Treatment services shall be provided as prescribed by the students IEP in order to meet the goals as determined by the IEP team.

B. Not to exceed twenty (20) hours of services.

**II. Duluth Public Schools Agrees:**

A. To pay Udac for Transition Services at the contract rate of \$47.45 per partial day of less than 6 hours per day or \$63.27 for a full day of six hours or more.

B. To remit to Udac, upon receipt of monthly invoice, the amount due and owed for the services provided.

C. The Director of Special Education shall supervise the contracted services to ensure that services are provided in accordance with students IEPs.

**ADDITIONAL CONDITIONS**

1. Udac, Inc. and Duluth Public Schools will comply with all state and federal reporting requirements. Udac, Inc. and Duluth Public Schools will comply with MN Government Data Practices Act, Minnesota Statutes Chapter 13, as applied to all data.
2. Udac, Inc. will consent to the disclosure of its social security number, federal employer tax ID number and/or Minnesota Tax ID number already provided to the district.

3. The numbers may be used in the enforcement of federal and state laws resulting in action requiring the Duluth Public Schools to file tax returns, pay delinquent taxes or other state liabilities.
4. Services must be provided to the satisfaction of the Duluth Public Schools and not in violation of any federal, state or local laws, ordinances, rules and regulations. The Service Provider will not be paid for work considered in violation of any of those laws or if work is found unsatisfactory.
5. Duluth Public Schools will provide transportation to and from Udac.
6. Duluth Public Schools will provide staff to accompany Cody while transitioning at Udac as agreed upon.

#### CANCELLATION

This agreement may be cancelled by Udac, Inc. or Duluth Public Schools at any time, with or without cause, upon 30 days written notice. In the event of such a cancellation, Udac shall be entitled to payment, determined on a pro rata basis, for work performed to Duluth Public Schools' satisfaction.

#### AMENDMENTS

Amendments must be in writing and indicate approval by both parties to the amended terms.

#### STATE AUDIT

The books, records, documents and accounting procedures of the Duluth Public Schools and its employees, relevant to this agreement, must be made available by the State for a minimum of six years from the end of the agreement.

#### LIABILITY

The Duluth Public Schools agree to indemnify, save and hold the district/agency and its employees harmless from any and all claims or causes of action, including attorney's fees incurred arising from the performance of this agreement by the Duluth Public Schools and its agents or employees.

Agreed to by:

Duluth Public Schools - ISD 709

By W. Chanson

Title CFO

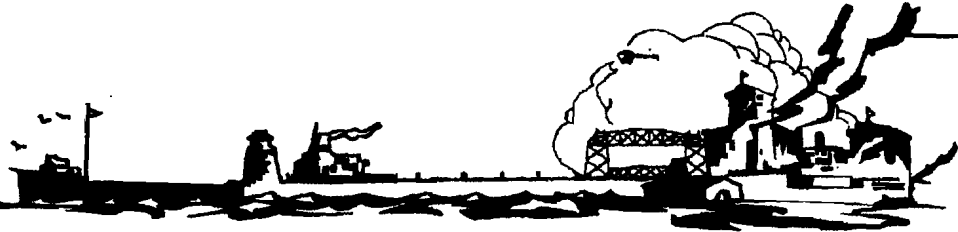
Date 5/15/12

Udac, Inc.

By Laurie B. Berne

Title Executive Director

Date 5-10-12



**A Full Line, Full Service  
Foodservice Distributor**

*IN MEMORIAM:*  
LARRY R. SORENSEN (1935 - 2005)

# Upper Lakes Foods, Inc.

801 Industry Ave. Cloquet, MN 55720  
800-879-1265 218-879-1265

**TO:** School Food Authority  
**FROM:** Denise Sorensen / Ron Strasburg  
**DATE:** April 25, 2012  
**SUBJECT:** USDA Donated Foods (Commodities)

Upper Lakes Foods will deliver and charge the following:

Single drop per district dry or frozen \$2.50 per case

Plus handling /storage fee charged by Newport Cold Storage of \$0.68/case for 60 days storage.

Diverted/processed commodities:

Single drop per district dry or frozen \$2.50 per case

Diverted/processed commodities shall be removed from ULF warehouse within 10 days after such time, a monthly fee of \$.68 per case will be applied.

- Delivery Schedule to be determined per individual School Food Authorities.
- ULF will not provide storage for USDA Donated Foods for extended periods of time.
- ULF reserves the right to review the contract addendum January 1, 2013.

**DISTRIBUTOR:** UPPER LAKES FOODS, INC.  
**CONTACT PERSON:** DENISE SORENSEN  
**ADDRESS:** 801 INDUSTRY AVENUE  
**CITY/STATE/ZIP:** CLOQUET, MN 55720  
**TELEPHONE/FAX:** (218) 879-1265 ext 4379 Fax (715) 392-1202  
**EMAIL:** [denisesorensen@ulfoods.com](mailto:denisesorensen@ulfoods.com)

**SCHOOL FOOD AUTHORITY:** \_\_\_\_\_  
**CONTACT PERSON:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
**CITY/STATE/ZIP:** \_\_\_\_\_  
**TELEPHONE/FAX:** \_\_\_\_\_  
**EMAIL:** \_\_\_\_\_

**SFA REPRESENTATIVE SIGNATURE:** *W. Hanson*

**DISTRIBUTOR REPRESENTATIVE SIGNATURE:** *Denise M. Sorensen*



# AGREEMENT

**THIS AGREEMENT** made and entered into this Eighth day of May, 2012, by and between Independent School District #709, a public corporation, hereinafter called District, and Men As Peacemakers 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 May 14th, 2012, and shall remain in effect until June 30, 2012, 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:

The 2012 'Girls Restorative Program' a Women's Welding project is an extension of last year's Women's Welding project where the Denfeld High School students who completed the first sessions will be in leadership roles, mentoring new young women welders.

Project goals will include:

- Sessions will be held at WITC.
- Welding techniques including creative design welding with college credit for participation.
- Empowerment of working with large machines, fire, and tools.
- Peer mentoring
- After school activities and community events
- Information / access to community resources
- Connect participants with female role models
- Decrease delinquency, self destructive behavior and increase school success for "at risk" girls of color.
- Promote post secondary education
- Team and trust building opportunities, positive relationships between the girls and female participants.
- Collaboration with the following community programs: Men As Peacemakers, Americorps Promise Fellows, Program of Promise and Office of Education Equity.

The course will begin on May 14<sup>th</sup>, 2012, for four sessions, up to four (4) hours per session. This will be a pass/fail partial college credit course. All girls who complete would receive a college ID and college Welding credit at a discounted cost. Cost to include supplies, transportation and other for 14 participants. Remaining funding will be sought from other donors and partnering organizations.

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 six hundred and ninety dollars (\$2,690.00). 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

~~Federal 11-1844689~~  
~~State 529 8248~~

**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 six hundred and ninety dollars upon approval of contract by district and 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 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: Elena Bantle, Men As Peacemakers, 205 West 2<sup>nd</sup> Street, Suite 15, Duluth, Mn 55802. 218-727-1939, 218-310-6519.

**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.



## AGREEMENT

**THIS AGREEMENT**, made and entered into this Eighth day of May, 2012, by and between Independent School District #709, a public corporation, hereinafter called District, and Joe Gomer, 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 May 8, 2012, and shall remain in effect until May 14, 2012, 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.** Joseph Gomer will be speaking to East High School students on May 14<sup>th</sup>. The presentation will take place in the auditorium and his personal story of being a Tuskegee Airman aligns well with the 10<sup>th</sup> grade curriculum. The East community will learn from an honored veteran and American hero. Joseph Gomer will share stories of bravery, disappointment and resilience.
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 \$800. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
4. **Requests for Reimbursement.** 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.
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. **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:  
Joe Gomer, 3325 Hutchinson Rd, Duluth, MN 55811.

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.


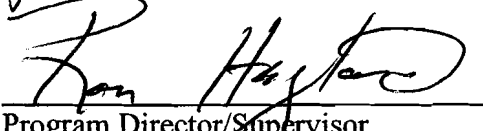
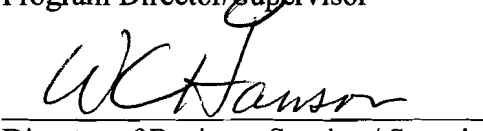
16. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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.

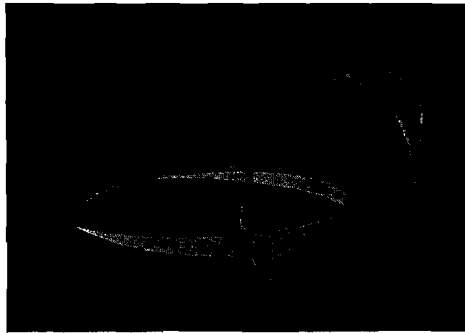
 Contractor	<del>XXXXXXXXXX</del> SSN/ Tax Identification Number	5-10-12 Date
 Program Director/Supervisor		5-14-12 Date
 Director of Business Service / Superintendent of Schools		5/16/12 Date

*Proposal Prepared for:*

Laura MacArthur Elementary School  
Nathan Glockle, Principal  
790 North Central Avenue  
Duluth, MN. 55807  
218-336-8900 x 2141

*Submitted by:*

Kathy Larson  
Consulting with Infinite Results  
780 Garrison Ct.  
Delafield, WI 53018  
262-303-4047  
[Kathy.vitality@gmail.com](mailto:Kathy.vitality@gmail.com)



March 5, 2012

**PURPOSE:**

The purpose of this proposal is to outline processes, deliverables and cost projections for assisting Laura MacArthur Elementary School leadership, staff, and students towards a collective and committed plan of action that will be determined and measured through: system data; performance data and student learning results.

**PROCESS:**

The administration and leadership team will begin developing a cohesive purpose, process, and commitment for teaming through two days of training, facilitation, and coaching. This training will then extend to the entire staff during the months of June and/or August to begin a methodology for cultural transformation that includes: a cultural audit; examination of student data; strategic planning, implementation actions, determining the impact on student learning and building leadership capacity using Classroom Walkthroughs for School Systems (CWSS); Coaching support; the SMART Measurement System (SMS™), and Professional Growth Plans (PGP).

<b>PHASE</b>	<b>DELIVERABLES</b>	<b>WHO</b>	<b>TIMELINE</b>
Pre - Planning	Plan the steps, data gathering and communication needed to conduct the culture forum and create the strategic plan.	Kathy Larson: Two days to develop, prepare and coordinate the first two sessions using process, tools and culture forum agenda / activities.	March, 2012
Culture Forum	Two retreat sessions designed to commit to a Vision, Mission and Values and to create a bold new vision for the future. Review data. Identify gaps and goal categories	Two Saturdays with the Principal and Leadership team led and facilitated by Kathy Larson	March 31, 2012 May 5, 2012
Comprehensive Culture and Plan Development	Using the process from the first two sessions, engagement of the staff will include: a cultural and system assessment, inputs from the culture forum and student achievement data, creation of a plan with policy and system level strategies.	Three - 6 days with the principal, leadership team, and the staff led and facilitated with Kathy Larson.	June 27, 28, 29 2012 or August 14, 15, 16 2012

**TIMELINE:**

This process is projected to begin in March, 2012 and continue through the following year to June, 2013 if necessary. The pricing and payment options are through August 2012.

**PRICING AND PAYMENT OPTIONS:**

	Deliverable	Price
Professional Services	• Initial training and coaching for the leadership team (2 days)	\$5,000.00
	• Facilitation of summer meetings, preparation, reporting, coordination of data analysis	\$7,500.00 (3 days)
Travel Expenses	Mileage (est.) at \$.50 / mile for 5 days	1,875.00
Lodging	To Be Determined with only state rates	
<b>Total</b>		<b>\$14,375.00</b>

**\*Prices reflected in this document are valid for 30 days from the date of this proposal. Additional products and services available for purchase:**

**Recommended Books:**

*Unmistakable Impact: A partnership approach for dramatically changing instruction*, Jim Knight, 2011, Corwin Press.

*Seven Strategies of Assessment for Learning*. Jan Chappuis, 2009, Pearson Publishers.

*Focus: Elevating the essentials to radically improve student learning*. Mike Schmoker. 2011, ASCD.

**Optional Services for Optimal Results:****Coaching Packages**

- Coaching towards success throughout the following year with onsite and tele-coaching (Retainer of at least 10 – 20 ½ hour sessions with leadership/team/principal @ \$50 per ½ hour)
- Team coaching (onsite with team) and with individual team members @\$50 per ½ on a retainer of negotiated number of sessions

**Leadership Development**

- System assessment processes and training (CWT for staff) 1 day w/ additional coaching \$3,500
- Facilitating the professional growth planning process & coaching (1-2 days) \$2,500.00

**Payments:**

- 1. A down payment of \$1000 is due 10 days after signing the contract.**
- 2. Payments are due 2 weeks within receipt of invoice:**

<b>Invoice #1</b>	<b>April 2, 2012</b>	<b>1 day of services plus travel/lodging</b>
<b>Invoice #2</b>	<b>May 7, 2012</b>	<b>1 day of services plus travel/lodging</b>
<b>Invoice #3</b>	<b>July 2, 2012</b>	<b>3 days of services in June plus travel/lodging</b>

**OR**

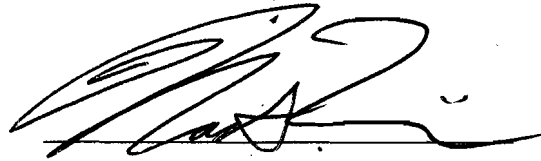
**August 20, 2011 3 days of services in August plus travel/lodging**

**I look forward to talking through this proposal and answering any questions you may have. Thank you for the opportunity to work with you and your district.**

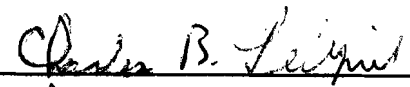
**Kathy Larson  
Consulting with Infinite Results  
March 5, 12**




**Kathy Larson  
Consulting with Infinite Results  
March 5, 2012**



**Nathan Glockle, Principal**

 5/10/12  
**FED PROGS SUPV**

 5/23/12  
**DIRECTOR OF BUSINESS SVCS**

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 14th day of May, 2012, by and between Independent School District #709, a public corporation, hereinafter called District, and Nabil Cheikh, 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 May 14, 2012, and shall remain in effect until June 29, 2012, 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.** Nabil Cheikh will be providing services that include Logo design and website building.
  
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 \$300.00 (three 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:
  - 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 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

7779 Country Lane, Lino Lakes, MN 55018.

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.

Matti Lubi ~~472-911-1111~~ 5/14  
Contractor SSN/ Tax Identification Number Date

Ron Hayford 5-15-12  
Program Director Date

W. Hanson 5/23/12  
Director of Business Service / Superintendent of Schools Date





## AGREEMENT

**THIS AGREEMENT**, made and entered into this 21st day of May, 2012, by and between Independent School District #709, a public corporation, hereinafter called District, and Mr. Terry Goodsky, 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 May 21, 2012, and shall remain in effect until August 5, 2012, 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 shall provide the following services:
  - A. Mr. Goodsky shall work as a language mentor, motivate attendance of students from ISD 709, and accompany students to Fond du Lac Language Camp, June 21-24, 2012, for a total of four days. (\$100.00 per day, not to exceed \$400.00)
  - B. Mr. Goodsky shall motivate attendance from ISD 709, in addition to training and supervising singers participating in the Veterans Pow Wow at Fond du Lac, July 13-15, 2012, for a total of three days.(\$100.00 per day, not to exceed \$300.00)
  - C. Mr. Goodsky shall motivate attendance from ISD 709, in addition to training and supervising singers participating in the Sobriety Pow Wow at Fond du Lac, August 3-5, 2012 for a total of three days.(\$100.00 per day, not to exceed \$300.00)

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.

- A. Fond du Lac Language camp at \$100.00 per day, not to exceed \$400.00
- B. Veterans Pow Wow at \$100.00 per day, not to exceed \$300.00
- C. Sobriety Pow Wow at \$100.00 per day, not to exceed \$300.00

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 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: Mr. Terry Goodsky, 925 N. 4<sup>th</sup> Ave, Duluth, MN 55805, 218.269.9945.

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.

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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 \_\_\_\_\_ SSN/ Tax Identification Number \_\_\_\_\_

5-21-12  
Date

  
Program Director/Supervisor \_\_\_\_\_

5-21-12  
Date

  
Director of Business Service / Superintendent of Schools \_\_\_\_\_

5/25/12  
Date



# UNIVERSITY OF MINNESOTA

## USE AND SERVICES AGREEMENT

**THIS USE AND SERVICES AGREEMENT** (the "Agreement") is entered into effective as of September 1, 2012, by and between the Regents of the University of Minnesota, a Minnesota constitutional corporation the ("University"), and Duluth Public Schools ISD 709, a Minnesota public school district ("Licensee"). This Agreement is entered into by the University through its Department of Communication Sciences and Disorders (the "Department").

### RECITALS

**WHEREAS**, Department operates the Robert F. Pierce Speech-Language-Hearing Clinic on the University's Duluth campus located at 156 Chester Park, 31 West College Street, Duluth, MN 55812 (the "Clinic"); and

**WHEREAS**, Licensee desires to use space in the Clinic to conduct audiological assessment of eligible students in Licensee's school district ("Licensee's clients"); and

**WHEREAS**, University is willing to permit Licensee to use certain space, equipment, materials and services in the Clinic, all as further described and subject to the terms and conditions set forth below.

**NOW, THEREFORE**, in consideration of the mutual promises and the provisions contained herein, the parties agree as follows:

**1. Grant of License.** University grants to Licensee a non-exclusive license for shared use of the laboratory and testing booth and exclusive use of Room 176 in the Clinic, as shown on the attached Exhibit A, for the sole purpose of conducting audiological testing and assessments of Licensee's clients, during normal business hours and by appointment only, and for no other purpose. In connection with such use, University grants to Licensee, on a non-exclusive basis, reasonable use of telephones located in the Clinic (for local calls only), of one parking place for Licensee's audiologist, and of general parking for Licensee's clients. Licensee's use of the laboratory and testing booth shall be scheduled in advance with University. Licensee shall be required to provide all assessment and evaluation templates and documents for Licensee's clients seen at the Clinic.

Licensee acknowledges and agrees that University, its agents, employees, invitees, licensees and students may use any portion of the Clinic for any purpose whatsoever and at any time during the term of the License, provided that University does not unreasonably disturb Licensee's use of the Clinic as provided in this Agreement. Licensee shall use the Clinic in accordance with the terms and conditions of this Agreement, all University rules and regulations and all federal, state and local laws, ordinances, rules and regulations (including copyright or similar laws).

**2. Description of Services.** In connection with the license granted in Section 1, University shall render to Licensee for its reasonable and non-exclusive use during normal business hours the following services during the term of this Agreement:

**2.1 Calibration of Audiological Equipment.** University shall conduct calibration of Licensee's portable audiometers, typanometer and hearing test box (the "Equipment") on a schedule in accordance with professional practice standards.

**2.2 Secretarial Services.** University shall provide secretarial services to Licensee for scheduling of Licensee's testing of Licensee's clients. University shall be responsible for all employer obligations of University employees providing such secretarial services. All testing of Licensee's clients must be scheduled through University's secretary.

**2.3 Office Supplies, Lab Materials and Services.** Licensee may use lab supplies (towels, swabs and equipment cleaning supplies, diagnostic tests), office supplies (folders and blank client logs), Ethernet, the postage meter and the copier located in the Clinic.

Except as described in this Section 2, no other equipment and services shall be made available to Licensee by University.

**3. Term and Termination.**

**3.1 Term.** The term of this Agreement shall be ten months, **beginning on September 1, 2012 and ending on June 30, 2013**, unless earlier terminated pursuant to Section 3.2 or 13 below.

**3.2 Termination.** Either party may terminate this Agreement at any time without cause, upon sixty (60) days' written notice to the other. Upon such termination, Licensee shall make payment of amounts owing to University through the termination date. In the event the Clinic become unusable for the purposes contemplated herein due to fire or other damage or destruction through no fault of Licensee, Licensee shall have the right to immediately terminate this Agreement as of such date and upon payment of all amounts owing to University through the date of termination.

**4. Fees.** For use of the Clinic and the services described in Sections 1 and 2 above, Licensee shall pay the University as follows (altogether, the "Fees"):

**4.1 License Fee.** Licensee agrees to pay to University a license fee for use of the Clinic in the amount of \$100.00 per month, in advance, on or before the first day of each month.

**4.2 Fee for Calibration Services.** Licensee agrees to pay to University for calibration of Equipment the amount of \$183.00 per month, in advance, on or before the

first day of each month. Such fee shall be due and payable regardless of whether Licensee actually uses the Equipment during the applicable month.

**4.3 Fee for Secretarial Services.** Licensee agrees to pay to University a fee for secretarial services in the sum of \$458.00 per month, in advance, on or before the first day of each month. Such payment shall be due and payable regardless of the amount of secretarial services used by Licensee during the applicable month.

**4.4. Additional Fees.** Licensee shall pay a charge of \$2.00 for each of Licensee's clients served in the Clinic and a photocopying fee of \$0.10 per page. Licensee shall pay such fees within 10 days of receipt of an invoice from University.

If the Term commences on a day other than the first day of the month, or terminates on a day other than the last day of a month, or both, the Fees payable for the partial month(s) shall be prorated on a daily basis. If Licensee fails to make any payment within ten (10) days after the payment is due, Licensee shall be obligated to pay a late payment fee of five percent (5%) of the overdue amount, and, in addition, any payment which is not paid within thirty (30) days after the amount is due shall bear a finance charge at an annual rate of twelve percent (12%), one percent (1%) per month, from the first day due until paid. Payments received will be applied first to the late payment fee, then to the finance charge, and then to the base amount due. A fee of twenty and no/100 dollars (\$20.00) shall be paid by Licensee for all checks returned by the bank due to insufficient funds, account closed, or for any other reason.

**5. Environmental.** Licensee will not install, use, generate, store, or dispose of in or about the Clinic any hazardous substance, toxic chemical, pollutant, or other material regulated by the Comprehensive Environmental Response, Compensation and Liability Act of 1985 or the Minnesota Environmental Response and Liability Act or any similar law or regulation, including without limitation any material containing asbestos or PCBs (collectively "Hazardous Materials") without University's prior written approval of each Hazardous Material. Licensee will indemnify, defend and hold harmless University from and against any claim, damage, or expense arising out of Licensee's installation, use, generation, storage, or disposal of any Hazardous Materials, regardless of whether University has approved the activity.

**6. Alterations.** Licensee may not redecorate, change or alter the Clinic, nor may Licensee display any signs on or within the Clinic.

**7. Personal Property.** Licensee is responsible for loss of or damage to any personal property of Licensee, its guests, agents, employees or invitees, located within the Clinic before, during or after the term of the Agreement.

**8. Liability.** Licensee and University will each be responsible for their own acts and the acts of their directors, agents, employees and invitees, to the extent authorized by law, and will not be responsible for the acts of the other party, or its directors, agents, employees or invitees. Licensee's liability is governed by the provisions of Minnesota Statutes Chapter 466 and University's liability is governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736 and other applicable law.



**9. Insurance.** Licensee will obtain and keep in force comprehensive general liability insurance, including coverage for bodily and personal injury, property damage, and professional liability, with limits of not less than \$1,000,000 each occurrence and \$3,000,000 combined single limit. Licensee will also obtain and keep in force workers' compensation and Part B Employer's Liability insurance to the extent required by law and furnish proof of such insurance upon request. Licensee may self-insure for the coverages required in this section.

**10. Assignment.** Licensee may not assign its rights under this Agreement.

**11. Surrender.** Licensee will, at the termination or expiration of this Agreement, remove all of its personal property and equipment from the Clinic and will quietly yield and surrender the Clinic to the University in the same good condition that existed when it took them, normal wear and tear excepted. Personal property not removed by Licensee will be considered abandoned and University may dispose of it as it as permitted by law.

**12. Notices.** All notices, demands, and communications under the terms and conditions of this Agreement shall be given in writing and sent by first class mail to the below addresses for each of the parties or to such other addresses as may from time-to-time be requested by University and Licensee.

If to the University: University of Minnesota  
Attn.: Ginger DeRosier  
c/o Real Estate Office  
424 Donhowe Building  
319-15th Avenue SE  
Minneapolis, MN 55455-0199

With a copy of  
notices of default to: University of Minnesota  
Office of the General Counsel  
Attn.: Transactional Law Services Group  
360 McNamara Alumni Center  
200 Oak Street SE  
Minneapolis, MN 55455-2006

If to the Licensee: Duluth Public Schools, ISD 709  
Attn: Bill Hanson, Director of Business & Finance  
Central Administration Building  
215 North 1<sup>st</sup> Avenue East  
Duluth, MN 55802  
Phone No.: 218-336-8704  
Facsimile: 218-336-8773

**13. License Only, Termination and Remedies.** Licensee acknowledges that this Agreement represents a grant of a revocable license only, and not an easement, lease or other interest in real property. If Licensee fails to comply with the terms and conditions of this Agreement, University

will be entitled to immediately terminate this Agreement and exercise all other legal and equitable remedies available to University.

IN NO EVENT WILL UNIVERSITY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, LOST PROFITS OR LIKE EXPECTANCY DAMAGES ARISING OUT OF THE AGREEMENT.

**14. Use of University Name or Logo.** Licensee may not use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the University, Extension, SGE or the name of any representative of the University without the written permission of the University in each instance.

**15. Amendments.** This Agreement will be amended only in a writing duly executed by all the parties to this Agreement.

**16. Governing Law; Forum.** The laws of the state of Minnesota will govern the validity, construction and enforceability of this Agreement. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement will be brought in the state courts of Minnesota.

**17. Entire Agreement.** This Agreement (including all exhibits) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement supersedes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.

**18. Counterparts.** This Agreement is executed in any number of counterparts, each of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, University and Licensee have executed this Agreement as of the date set forth above.

**Regents of the University of Minnesota**

**Duluth Public Schools, ISD 709**

By: \_\_\_\_\_

By: WCHanson

Name: \_\_\_\_\_

Name: Bill Hanson

Title: \_\_\_\_\_

Title: CFD


Date: \_\_\_\_\_

Date: 5/25/12

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 23rd day of May, 2012, by and between Independent School District #709, a public corporation, hereinafter called District, and NAACP-Duluth Branch, 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)~~ 

- Dates of Service.** This Agreement shall be deemed to be effective as of May 23, 2012, and shall remain in effect until June 16, 2012, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
- Performance.** Juneteenth, also known as Freedom Day or Emancipation Day, commemorates the announcement of the abolition of slavery in the U.S. State of Texas. Juneteenth is an official annual holiday in 29 of the United States. This event will create opportunities for interracial communication building, learning, and celebration of diversity. Multicultural and community involvement will be provided to disenfranchised youth thru this African American celebration. District staff, students and community members will be invited to attend.
- 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 \$6,000.00 (six 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.
- Requests for Reimbursement.** The terms of payment under this Agreement are as follows:  
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) upon approval of the contract for start up costs. As additional receipts/invoices <sup>over \$2,000</sup> are provided to the Office of Education Equity, a reimbursement request will be submitted to accounts payable for processing. Additional payments to the contractor shall not exceed \$4,000.00 (four thousand dollars) and will be processed as receipts/invoices are provided. Invoices are required for payment.
- 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. **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: N.A.A.C.P., Claudie Washington, President Duluth Branch, P.O. Box 494, Duluth, MN 55801.

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.

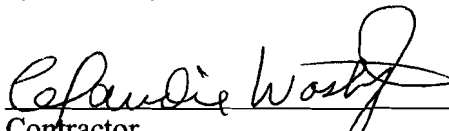
16. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

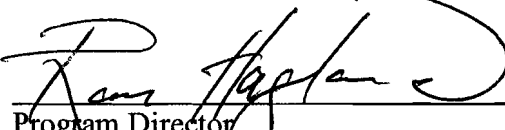
Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

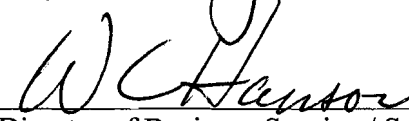
**Workers' Compensation Insurance:** Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of 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.

 Stefanie West <sup>for NAACP DULUTH BRANCH</sup>  
Contractor FIN 13-1084135 SSN/ Tax Identification Number \_\_\_\_\_ Date \_\_\_\_\_

 Paul Hagan  
Program Director \_\_\_\_\_ Date 5-23-12

 W. Hanson  
Director of Business Service / Superintendent of Schools \_\_\_\_\_ Date 5/29/12