

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 22<sup>nd</sup> day of , January 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Aliese Hoesel, 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 January 22<sup>nd</sup> 2014, and shall remain in effect until May 8, 2014, 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.** Coordinate the Spring Theatre Program for Myers-Wilkins and Lowell Schools.
- Background Check .**

Contractor must provide signed permission form for the Myers-Wilkins Community School Collaborative to conduct a background check. The background check will be completed prior to the beginning of the Spring session Theatre Program at Myers-Wilkins and Lowell Schools.
- 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 \$3,042. 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:

- 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 Bill Hanson, ISD 709, Duluth Public Schools, 215 North 1st 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 (520 North Lake Ave. , Duluth, MN 55805)

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

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

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

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

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

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

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

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

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

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

**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT**, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Aliese E Hoese

Contractor

~~XXXXXXXXXX~~

SSN/ Tax Identification Number

02/07/2014

Date

Steve Willson

Program Director

2/20/14

2/7/14

Date

WC Hanson

Director of Business Service / Superintendent of Schools

2/27/14

Date

Jean Sramek

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 22<sup>nd</sup> day of , January 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Jean Sramek, an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 22<sup>nd</sup> 2014, and shall remain in effect until May 8, 2014, 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.** Write expanded "All Aboard the Peace Train" Script for 2014 Spring Theatre Project at Myers-Wilkins and Lowell Schools
3. **Background Check .** Contractor must provide signed permission form for the Myers-Wilkins Community School Collaborative to conduct a background check. The background check will be completed prior to the beginning of the Spring session Theatre Program at Myers-Wilkins and Lowell Schools.
4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$1,200. 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 dis allowance 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 Contractor 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. The contractor agrees to partner with Myers-Wilkins Elementary school in sharing the use of the script produced for All Aboard the Peace Train.

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 Bill Hanson, ISD 709, Duluth Public Schools, 215 North 1st 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: Jean Sramek, 316 Mygatt Ave, Duluth MN 55803.

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.

Jean Sramek [Redacted] \_\_\_\_\_  
Contractor SSN/ Tax Identification Number

2/7/14  
Date

Melnyk With Honesty \_\_\_\_\_  
Program Director

2/20/14  
2/7/14  
Date

W. K. Hanson \_\_\_\_\_  
Director of Business Service / Superintendent of Schools

2/27/14  
Date

# AGREEMENT

**THIS AGREEMENT**, made and entered into this 22<sup>nd</sup> day of , January 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Mary Plaster, an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 22<sup>nd</sup> 2014, and shall remain in effect until May 8, 2014, 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.** Build Life-Sized Puppets for Spring 2014 Theatre Project at Myers-Wilkins and Lowell Schools.
3. **Background Check .**  
Contractor must provide signed permission form for the Myers-Wilkins Community School Collaborative to conduct a background check. The background check will be completed prior to the beginning of the Spring session Theatre Program at Myers-Wilkins and Lowell Schools.
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 \$1,500. 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 dis allowance 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 Contractor 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. The contractor agrees to partner with Myers-Wilkins Elementary school in sharing the use and display of puppets produced for All Aboard the Peace Train.
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 Bill Hanson, ISD 709, Duluth Public Schools, 215 North 1st 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 Mary Plaster 2737 Russell Road Duluth, MN 55810.

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.

*Mary K Plaster*



2/4/14

Contractor

SSN/ Tax Identification Number

Date

Program Director

~~Mary Witham~~

2/20/14  
2/2/14  
Date

Director of Business Service / Superintendent of Schools

W. Hanson

2/27/14  
Date

**CONTRACT FOR PURCHASE OF SPECIAL EDUCATION SERVICES**

This contract, entered into this day January 30, 2014 by and between Independent School District # 709, Duluth, MN (hereafter referred to as the SCHOOL DISTRICT) and Lakeview Montessori (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] [REDACTED] Individual Education Plan (IEP).

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

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:  
Preschool programming for 4 hours a day 2 days per week; Tuesday and Friday.
2. The AGENCY shall perform these services at: [REDACTED] 55812.
3. The approximate date the service will begin is January 6, 2014, and shall not extend beyond May 30, 2014; the contract not to exceed a total of 18 weeks of service and a total cost up to \$594.00.
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.

Page 2 - Contract for Purchase of Special Education Services

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.

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SIGNED:

LAKEVIEW MONTESSORI

Name of Agency

By Lynn M Newberg  
Authorized Agent

Date 1/31/14

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INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

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

Date 2/7/14

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

By Laura Judichon  
Director

Date 2-07-2014

February 11, 2014

**Legislative Session Contract**

Start date of this agreement is on or before the 2014 Session start date and ending date is last day of the Session.

This agreement between the Kelly Inn and Ron Soberg states that the Kelly Inn will provide a guestroom for the length of the 2014 legislative session. If the above named guest terminates their length of stay any time before the last day of the session, the Kelly Inn will charge the guest the full 2014 government rate (\$109.99 plus tax) retroactive from the guests arrival date, or will charge the remaining term of the contract stated above at the session rate.

The 2014 Legislative session rate will remain the same as 2013 at **\$45.00** per day. Payment should be made on or about the last day of every month. We will create two accounts for your billing requests. One account will have the room charges that will be posted daily, and the other will have the incidental charges posted as they are incurred.

Please tell us how you will settle your monthly invoice:

Guest room charge	Incidental charge
Credit Card # <u>  </u>	<u>  </u> Credit Card # <u>  </u>
Expiration Date <u>  </u>	<u>  </u> Expiration Date <u>  </u>

Included in your accommodations will be a St. Paul Pioneer Press morning edition newspaper Monday - Friday, free local phone calls, free high speed internet, daily housekeeping, and free parking.

Room selection: Please provide us your choice of rooms. Every effort will be made to accommodate all requests. If we cannot honor your request, we will contact you to offer a second choice.

Room with a king bed and a pull out sofa-bed   ✓    
Room with two double beds    Favorite room #

Optional Selections: Please note your request in the section below.

Special requests or comments:

IF you have a recliner in addition  
to or in place of the couch -

I agree to the terms and conditions of this agreement with the BEST WESTERN PLUS Kelly Inn for the 2014 Legislative session.

Guest Signature: Ron Soberg/burst WK Hanson Date: 2/13/14

Hotel Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Please give the following information:

Name: Ron Soberg Address: \_\_\_\_\_  
Phone: 612-201-0195 work  
home 218-3

Best e-mail soberg@coxinternet.com

Please tell us your check-in date 1-23-14. If this changes, please call us so we do not cancel the room.

Please sign and date the contract and fax it to 651-227-1698 or e-mail it to [bfannemel@kellyinns.com](mailto:bfannemel@kellyinns.com) to assure your reservations.

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 5th day of February, 2014, 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. **Dates of Service.** This Agreement shall be deemed to be effective as of March 1, 2014, and shall remain in effect until April 30, 2014, 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. William Howes, District Representative as Project Supervisor.
2. **Performance.** The 2014 Women's Welding project is an extension of programming that started in 2010. Each year the project is a huge success where girls not only learn new skills, but also are recognized for their completion of a college course. The Women's Welding Project will take place at a local technical college.

Some goals of this project are as follows:

- Support the idea of college and encourage the girls to consider a college career or further education beyond high school. By receiving a college credit, the girls are encouraged to continue to further their education past high school.
- Introduce the girls to a traditionally male dominated field and offer an opportunity to interact with a positive female role model (the instructor) who is succeeding in a traditionally male dominated field.
- Empower: Working on a hands-on project to create a tangible object while working with large machines, fire, and tools is empowering.
- Create a team building and trust building opportunity, expanding positive relationships between the girls and female participants.
- Community Colleges are typically small campuses, with good student/teacher ratios. This is a good potential match for the girls in the program.
- The welding program is short (under 1 year) and gives the opportunity to have a high paying job upon graduation. This is a good potential match for the girls in the program.
- Community resources will collaborate, providing girls with opportunities to connect with other adult community members and intervention programs. This program would be collaboration with the following community programs: Men As Peacemakers, Denfeld High School, and Office of Education Equity.

The course will begin in March 2014. The course will meet five times for 3-4 hours per session. This will be a pass/fail partial college credit course. All girls who complete the course will receive a college ID and college Welding credit.

The following is a detailed approximate budget plan:

\$2500.00 costs for 14 girls to attend the class (college participation costs), earn college credit and cover

material costs.

\$200.00 cost transportation for 14 girls.

\$50.00 for material costs to make DVD's of the project.

Total amount: \$2750.00

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 \$2750.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

- a. Payment shall be made by the District in the amount of two thousand eight hundred and fifty dollars upon approval of contract by district and 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: Men as Peacemakers, Attention: Elena Bantle, 205 W 2<sup>nd</sup> St Suite 15, Duluth, MN 55802.

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.

Men As Peacemakers [REDACTED]  
Contractor SSN/ Tax Identification Number

2/13/14  
Date

[Signature]  
Glena Bender With Hanson  
Program Director

2/19/14  
2/13/14  
Date

WCHanson  
Director of Business Service / Superintendent of Schools

2/20/14  
Date

OK  
[Signature]



<b>For Internal Use Only</b>	
<b>Depts must provide:</b>	
<b>ESAF #</b>	888
<b>Chart/Field Account No.</b>	1026-10412-

<b>For Internal Use Only</b>	
<b>OES must provide:</b>	
<b>OES Contract #</b>	9221
<b>Analyst</b>	dsj

## UNIVERSITY OF MINNESOTA

### Workshop/Presentation Agreement

The Regents of the University of Minnesota, through its Bell Museum of Natural History ("University"), agree to provide a workshop/presentation for Duluth ISD 709, a Minnesota Public Corporation ("Company"), on the following terms and conditions:

**1. Description of Workshop/Presentation:** The University will conduct the following programs for the company: ExploraDome Programming

**2. Date, Location, and Time:**  
 Date: Monday March 3 & Tuesday March 4, 2014  
 Location: Myers-Wilkins Elementary  
 1027 North 8<sup>th</sup> Ave E.  
 Duluth, MN 55805  
 Time: 5.5 hrs of programming on Monday 3/3/14  
 3 hrs of programming on Tuesday 3/4/14

**3. Payment Terms:** For the services under Section 1., Company shall pay University \$1700 for 8.5 hours of programming billed at \$200/hour, plus \$116.48 in mileage charges beyond 100 miles round trip from University, plus lodging at \$376.00, for a total of two thousand one hundred ninety two and 48/100 dollars (\$2192.48). Payment is due on the day of the workshop/presentation or upon receipt of invoice. In the event Company cancels for any reason, except for extraordinary causes beyond the reasonable control of Company, Company shall remain obligated for the full amount set forth in this paragraph.

**4. Obligations of Company.** Company agrees to provide the following accommodations, equipment, and material: **Company agrees to return this service agreement to the University within one (1) week upon receiving this agreement or the visit will be cancelled. Company will also provide the following items to the University five (5) business days prior to delivery of the program(s):**

- a. **Specific unloading location with convenient access (no steps) to the presentation area.**
- b. **Name, phone number and email address for Company's primary contact person.**
- c. **Confirm you will have three (3) people who will help with unloading, setup, take down, and loading.**

**d. A room that is at least 37' square and has at least 14' of height that is free of sprinkler heads, smoke detectors and light fixtures. The floor must be clean, and carpeted or if possible, covered with mats.**

**e. Two grounded 120-volt standard electrical outlets that are on separate circuits.**

**f. Detailed instructions for Internet access.**

**g. Proposed program schedule--allow five (5) minute breaks between programs**

**5. Ownership of Materials and Presentation.** All materials provided by University during the presentation shall remain the property of University. Company is provided a license to use the material in connection with the workshop/presentation, but Company may not copy or distribute the material without the express written consent of University. University further owns all rights to the workshop/presentation and the workshop/presentation shall not be recorded or taped in any form without the express written consent of University.

**6. Disclaimer.** University makes no claims of any kind with respect to the workshop/presentation and shall not be liable for participant's reliance on any statements or demonstrations made during the workshop/presentation. University's maximum obligation to Company for any cause of action arising under this Agreement, including failure to perform, shall not exceed the amount actually paid to University by Company under Section 3.

**7. Complete Agreement/Governing Law.** This Agreement, including any attached exhibits, represents the complete agreement of the parties. No amendments to this Agreement shall be binding upon University unless signed by an authorized University representative. This Agreement cancels, supersedes and revokes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement. The terms and conditions of any purchase order or similar document submitted by Company in connection with the services provided under this Agreement shall not be binding upon University. This Agreement shall be governed by the laws of Minnesota and any action to enforce this Agreement shall be brought only in Hennepin County, Minnesota.

IN WITNESS WHEREOF, the parties have entered into the Agreement effective when signed.

**Regents of the University of Minnesota**

**Myers-Wilkins Elementary, Duluth Public Schools ISD  
709**

By: \_\_\_\_\_  
Name: **Susan Weller**  
Title: **Director, Bell Museum of Natural History**  
Date: \_\_\_\_\_

By: WC Hanson  
Name: **William Hanson**  
Title: **Director of Business Services**  
Date: 2/13/14  
Address: **215 North 1<sup>st</sup> Ave E  
Duluth, MN 55805**  
Phone: **218-336-8704** Fax: **218-336-8873**