

## AGREEMENT

**THIS AGREEMENT**, made and entered into this date, June 5, 2018 by and between Independent School District #709, a public corporation, hereinafter called District, and Darek Delille, 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 June 5, 2018 and shall remain in effect until June 30, 2018 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** The Contractor will be on contract with DPS American Indian Education Department/Misaabekong to provide music compilations for our Ojibwe Language cartoon/videos. The contractor will provide music for up to 5 videos/ \$100.00 (One Hundred dollars) per video
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 \$500.00 Five hundred dollars. The rate will be \$100.00 (One hundred dollars) per music compilation. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any

such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

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

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the American Indian Education office, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail 301 SNIVELY RD. DULUTH, MIN. 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.

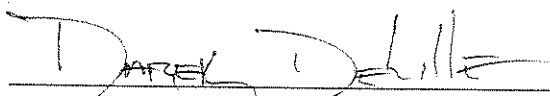
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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.

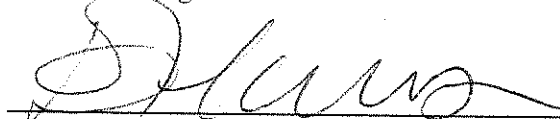
**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations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

  
\_\_\_\_\_  
Contractor Signature

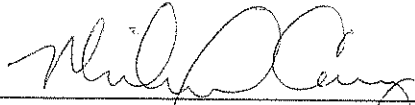
SSN/ Tax Identification Number

6-5-18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Contractor Signature

6/5/18  
\_\_\_\_\_  
Date

Program Director



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Director of Curriculum and Instruction

Date

6/6/18

Date



---

Director of Business Service / Superintendent of Schools

06/08/18

Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this   6   day of   February  , 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and   Amber Burns  , 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   2/6/18  , and shall remain in effect until   6/20/18  , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** (insert programs or services to be performed by contractor)  
Serve as member of NE MN PCAE Regional Center Leadership Team from February 2017 to June 2018 as a representative for Theater content area. This is being paid from the NE MN Regional Perpich Center for Arts Education Grant. Attached is a description of duties for Leadership Team Member.

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 \$   500.00 - five hundred dollars  . Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

- 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 \_\_Teri L. Akervik\_\_, 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 \_\_\_\_\_ (mailing address including Zip Code)

2215 HILLCREST DR. DULUTH, MN 55811

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

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

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

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

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

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


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


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


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

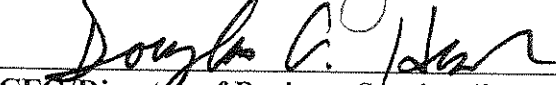
**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations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

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

  
Contractor Signature \_\_\_\_\_ SSN/Tax ID Number \_\_\_\_\_ Date 5/30/18

  
Program Director Music Curriculum, Perpich Grant \_\_\_\_\_ Date 2/6/18

  
Director of Curriculum and Instruction \_\_\_\_\_ Date 6/15/18

  
CFO/Director of Business Services/Superintendent of Schools \_\_\_\_\_ Date 6/15/18

Job Description:

Leadership Team Member will work with the regional grant supervisor, coordinator and other area arts teachers to support the professional learning necessary to improve student achievement as described by the grant projects. The Leadership Team Member will co-create and implement the action plan for the NE MN Regional PCAE Grant in cooperation with other team members based on the goals and needs of the regional arts teachers, students and schools.

Team Leaders:

- Use knowledge and skills to develop plans for regional grant projects in consultation with Leadership Team.
- Meet with grant leadership team to collaboratively monitor progress and plan for on-going work.
- Document activities and progress toward project goals.
- Maintain communication between team members, grant supervisor and coordinator.
- Design and present learning experience(s) for area arts teachers.
- Use technology for instruction, presentation, and communication.
- Communicate with regional arts teachers about the PCAE grant projects and staff development opportunities.
- Collaborate with NE MN PCAE Grant supervisor, coordinator and Leadership Team members and other colleagues as appropriate.
- Participate in NE MN PCAE Grant workshops, sessions and Leadership Team Meetings.
- Create, collect and utilize qualitative and quantitative data to assess progress and make decisions (ex: surveys, audio/video recordings, photos, sample student work, etc...).





## AGREEMENT

**THIS AGREEMENT**, made and entered into this fifth day of June, by and between Independent School District #709, a public corporation, hereinafter called District, and Blair Powless, 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 June 5, 2018, and shall remain in effect until December 31, 2018, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
  
2. **Performance.** The purpose of this contract is for the facilitation of meetings between Duluth Public Schools staff and community members regarding the selection of new novels for use in the 9th and 11th grade English curriculum. The facilitators role includes, but is not limited to, the following:
  - give clear instructions for the purpose of the group
  - enable the group to work more effectively through collaboration as they explore book options and discuss sensitive topics related to those options
  - encourage participants to think productively and to articulate key ideas, to ask vital questions, to uncover variables and find the solutions
  - work collaboratively with the Director of Curriculum and Instruction in facilitating the group.
  
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 of \$30.00 per hour for a sum not to exceed \$1200. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
  
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

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

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

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

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

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

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail 1030 West Third Street, Duluth, MN 55806.

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

12. **Modification or Amendment.** No amendment, change or modification of this

Agreement shall be valid unless in writing signed by the parties' hereto.

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

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

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

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


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

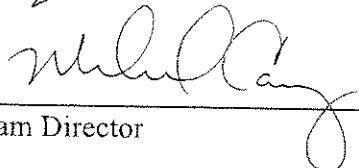
Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

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

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

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

  
Contractor Signature \_\_\_\_\_ SSN/ Tax Identification Number \_\_\_\_\_ Date 6/7/18

  
Program Director \_\_\_\_\_ Date 6/15/18

\_\_\_\_\_  
Director of Curriculum and Instruction

\_\_\_\_\_  
Date

*Douglas A. Hear*  
\_\_\_\_\_  
Director of Business Service / Superintendent of Schools

*06/15/18*  
\_\_\_\_\_  
Date



**J Casas & Associates**  
**Contract for Speaking Services**  
**TAX ID: 81-3906256**

Jimmy Casas | 3136 Integrity Way, Rock Island, Illinois 61201 | Phone: (563)-343-4158 |

**Professional Services Contract**

Please sign and email to [jcasasandassociates@gmail.com](mailto:jcasasandassociates@gmail.com) or mail to: J Casas & Associates, 3136 Integrity Way, Rock Island, Illinois, 61201.

Be it known, that on the 28th day of August, 2018, J Casas & Associates (hereinafter referred to as "contractor") and Duluth Public School, MN (hereinafter sometimes referred to as "contractee"), do hereby enter into contract under the following terms and conditions.

1. Contractor hereby agrees to furnish the following:
  - 1 Keynote Presentation to all staff (2.5 hours AM)
2. In consideration of the services described above, contractee agrees to pay to contractor a speaking fee of \$6,500. J Casas & Associates will be responsible for all travel expenses.
3. Contractee will make all payments (fees and expenses) not more than 30 days after the date identified in Provision 1. Make check payable to CasasLWP, LLC (Tax Identification Number: 81-3906256).
4. The contractee will provide the following equipment, printing, furniture\* or other as checked below, for Speaker during the program(s):

|                                 |                                       |
|---------------------------------|---------------------------------------|
| LCD projector/screen<br>people) | <u>lapel</u> wireless microphone (40+ |
| small table (front of room)     | laptop speakers or surround sound     |
| product table (by exit)         | index cards (1/person)                |

\*Should any of the supplies be an issue, let J Casas & Associates know 2 weeks in advance.

\*Preferred room set-up- in groups. If there are long tables, please set up Chevron style where the

tables point to the middle of the front of the room.

\*Should event take place in an auditorium or gymnasium, please provide podium or small table

5. Audio or video taping of the speaker's (contractor) program(s) is not permitted in any means whatsoever by contractee or any audience member, unless agreed upon after contractee makes the request to the speaker in writing and receives written authorization from the speaker.

6. If program(s) are satisfactory, contractee agrees to email or mail contractor (speaker) a testimonial letter typed on group or association letterhead within 14 days of speaking engagement(s).
7. Contractee will provide contractor (speaker) with one table to be placed in the back of the room next to where attendees will be exiting the presentation(s) as speaker can make continuing educational learning materials (books) available.
8. If the engagement(s) are canceled due to an Act of God or dangerous situation, both parties agree to reschedule the event with the same terms stated in the initial contract. In the event of an emergency situation that causes contractor to cancel the scheduled speaking engagement(s), contractee and contractor may reschedule the speaking engagement(s) not to exceed 1 calendar year from initial date contracted, if possible.
9. If the contractee cancels a scheduled speaking engagement(s), the contractee is responsible for reimbursing contractor for any flight expenses plus a \$2,500 speaker fee. If contractee cancels within 30 days of event, contractee pays contractor in full, unless event is re-scheduled for a date/time agreed upon by both parties.

We understand and agree to these terms.

Contractor/Speaker: J Casas & Associates

Signature:

Date: 6/7/18

*Joan S. Casas*

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Contractee:

Type/Print Name of Contact: Joan Lancour

Type/Print Title:

Signature:

Date:

*Douglas A. Hasler*

Douglas A. Hasler  
CFO

06/15/18

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 1<sup>st</sup> day of August 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and LeAnna Hudson, an independent contractor, hereinafter called Contractor. 1

**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 August 1, 2018, and shall remain in effect until June 30, 2019, 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.** Support services include: Connecting with ISD 709 Families in Transition program coordinator to determine needs of families and students, meet with families in shelters or households to determine concerns and community support options, provide parenting support individually or in small groups at shelter and/or transitional housing sites, assist parents in maintaining appointments for children/youth within the community and school.

3. **Background Check.** (Applies to contractors working independent with students) Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at a rate of \$32/hour up to a sum not to exceed \$22,000. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
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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 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 1545 Torgeson Road, Duluth, MN 55804.

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.

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

*Jeanna Hudson*

*n/a*

Chair

Title

*n/a*

Clerk

Title

*Whitney*

Program Director

Taxpayer Identification Number

*Douglas P. Hart*

Director of Business Service



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

**CONTRACT FOR PRE-SCHOOL PLACEMENT**

This contract, entered into this day **June 11, 2018** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Concordia Community Arts Playcare** hereafter referred to as the AGENCY) witnesses that:

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

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

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:  
Preschool programming for 3 hours (180 minutes) Monday/Wednesday and , 6 hours (360 minutes) on Friday, and up to 90 days.
  2. The AGENCY shall perform these services at: **2501 Woodland Avenue Duluth, MN 55803.**
  3. The approximate date the service will begin is, **September 17, 2018** and shall not extend beyond **May 17, 2019**; the contract not to exceed a total of **90 Days** (3 Days per Week) and a total cost up to **\$2,385.** (\$265.00 per month).
  4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
  5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15<sup>th</sup> of each month for the preceding month.
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ISD  
709  
**Duluth**  
6 Public Schools

Page 2 - Contract for Purchase of Special Education Services

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

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

SIGNED:


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

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

\_\_\_\_\_  
Date

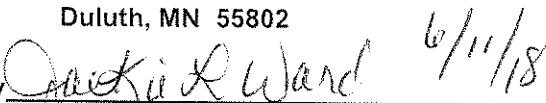
INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

  
C.F.O. Executive Director of Business Services

Date 06/13/18

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

By  6/11/18  
Director



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

**CONTRACT FOR PRE-SCHOOL PLACEMENT**

This contract, entered into this day **June 11, 2018** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Endion Square Children's Center** (hereafter referred to as the AGENCY) witnesses that:

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

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

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:  
Preschool programming for 4.5 hours (270 minutes) per day, 3 day per week, and up to 45 days.
  2. The AGENCY shall perform these services at: **1823 E. Superior St. Duluth, MN 55812.**
  3. The approximate date the service will begin is, **February 1, 2018** and shall not extend beyond **May 31, 2018**; the contract not to exceed a total of **45 Days** ( 3 Days per Week) and a total cost up to **\$835.** (\$18.00 per day + \$25 enrollment fee).
  4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
  5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. **Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15<sup>th</sup> of each month for the preceding month.**
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709  
607  
**Duluth**  
**Public Schools**

Page 2 - Contract for Purchase of Special Education Services

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

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

SIGNED:

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

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

\_\_\_\_\_  
Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

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

Date 06/13/18

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

By *Jackie R. Ward* <sup>6/11/18</sup>  
Director



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

**CONTRACT FOR PRE-SCHOOL PLACEMENT**

This contract, entered into this day **June 11, 2018** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Endion Square Children's Center** (hereafter referred to as the AGENCY) witnesses that:

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

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

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:  
Preschool programming for 4.5 hours (270 minutes) per day, 3 day per week, and up to 52 days.
  2. The AGENCY shall perform these services at: **1823 E. Superior St. Duluth, MN 55812.**
  3. The approximate date the service will begin is, **September 17, 2018** and shall not extend beyond **January 23, 2019**; the contract not to exceed a total of **52 Days** (3 Days per Week) and a total cost up to **\$961.** (\$18.00 per day + \$25 enrollment fee).
  4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
  5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. **Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15<sup>th</sup> of each month for the preceding month.**
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**Duluth**  
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Page 2 - Contract for Purchase of Special Education Services

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

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

SIGNED:

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

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

\_\_\_\_\_  
Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

Joseph C. Han  
C.F.O. Executive Director of Business Services

Date 06/13/18

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

By Jackie Ward <sup>6/11/18</sup>  
Director