

AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of January 2020, by and between Independent School District #709, a public corporation, hereinafter called District, and MN Historical Society, 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 8, 2020 and shall remain in effect until January 8, 2020, 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.

Our Home: Native Minnesota"

8:30 - Welcome and Introduction

9:30 - Hear from Exhibit Developers

10:30 - Exhibit time

12:00 - Lunch

1:00 - Primary Source activity related to Our Home sources

2:30 - Work time in grade level groups to incorporate exhibit, knowledge, and sources into lessons/unit

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.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

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 \$1200 in total.

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: ISD 709, Duluth Public Schools, Attn: Joan Lancour , 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 to (mailing address with zip) MN Historical Society, 345 West Kellogg Blvd, St. Paul, MN 55102.

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

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

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

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

17. Conflict of Interest and Fiduciary Duty: All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

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

 41-071390
 SSN/Tax ID Number

 1-6-20
 Date

 Program Director

 1-6-2020
 Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either (1) the following budget (include full 16 digit code), (2) will be paid using Student Activity Funds or (3) is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:

Check if the contract will be paid using District funds and enter the budget code in the top line below.

01	610	005	317	000	130500
XX	XXX	XXX	XXX	XXX	XXXXXX

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding

 CFO/Superintendent of Schools/Board Chair

 1-6-20
 Date



UNIVERSITY OF MINNESOTA FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT (“Agreement”) is entered into effective as of October 31, 2019, by and between the Regents of the University of Minnesota (“University”), a Minnesota constitutional corporation, and ISD 7096 (“Licensee”), a independent school district of Minnesota. This Agreement is entered into by University through its regents.

1. **Grant of License.** University grants to Licensee a license to use Weber Music Hall (the “Facility”) solely for the following purpose(s):

East High School Choir Concert (the “Event”).

The estimated number of people expected to attend the Event is three hundred twenty two (322). Licensee acknowledges and agrees that University, its agents, employees, invitees, licensees and students may use any portion of the Facility for any purpose whatsoever and at any time during the term of the Agreement, provided that such use shall not unreasonably disturb Licensee’s use of the Facility as provided in this Agreement. Licensee shall use the Facility in accordance with the terms and conditions of this Agreement, all University policies and rules and all federal, state and local laws, ordinances, rules and regulations.

2. **Term.** Licensee is permitted to use the Facility only during the following dates and times:

May 28th, 2020 from 5:00 pm to 9:00 pm

3. **Fee.** In addition to any other payment Licensee is required to make pursuant to this Agreement, Licensee shall pay University a fee as described on the attached Exhibit A (the “Fee”). The Fee is non-refundable, unless otherwise provided in this Agreement.

4. **Utilities and Services.** University shall provide maintenance and services to the Facility in accordance with its routine schedule and standards for the Facility. Licensee shall reimburse University for all additional maintenance and services provided at Licensee’s request.

5. **Concessions/Novelties; Food; Beverage.**

5.1 Licensee shall not sell any concessions or novelties on or in the Facility or on any University property without an executed Sales Permit issued by University, which Permit University may grant or withhold in its sole discretion.

5.2 Food may be served on or in the Facility only with the permission of University, and, if required by University, a permit from University’s Department of Environmental Health and Safety.

5.3 Licensee shall not sell, distribute, dispense, advertise or promote any non-alcoholic beverage (or permit any other to do the same) without University's written consent, which consent University may condition, grant or withhold in its sole discretion.

5.4 Licensee and/or its caterer may not serve or sell alcoholic beverages at the Facility, unless Licensee receives authorization from the University, containing such terms and conditions as University, in its sole discretion, deems advisable. Such authorization may be granted or withheld at University's sole discretion.

6. Alterations; Signs; Liens. Licensee shall not redecorate, change or alter the Facility, nor shall Licensee display any signs or advertising in or about the Facility, without the prior written consent of University, which consent University may grant or withhold in its sole discretion. Licensee shall not permit to accrue, and shall indemnify University against and hold University harmless from, any liens for labor or materials provided to Licensee, or claimed to have been so provided.

7. Personal Property. Licensee, not University, is responsible for loss of or damage to any personal property of Licensee, its guests, agents, employees or invitees, located within the Facility or on University property, before, during or after the term of the Agreement.

8. Indemnification. Licensee agrees to defend (with counsel reasonably acceptable to University), indemnify, and hold harmless University from and against all claims, actions, damages, judgments, fines, liabilities, and expenses (including attorney's and other professional fees) arising from or in connection with (i) Licensee's use of the Facility and other University property, except to the extent caused by the negligence or intentional misconduct of University; (ii) the negligent or wrongful acts of Licensee's employees, agents, vendors, contractors, or invitees; or (iii) Licensee's failure to perform or comply with any of the covenants, agreements, terms, provisions, conditions, or limitations contained in this Agreement.

9. Insurance. At least thirty (30) days prior to the Event, Licensee shall provide University with a certificate of insurance or other acceptable evidence of insurance coverage as indicated below. If this Agreement is signed by Licensee fewer than thirty (30) days prior to the Event, Licensee shall submit such evidence of insurance upon the signing of this Agreement.

9.1. Check either (A) (B) or (C) below as applicable:

- (A) Licensee's policy of Commercial General Liability Insurance with a minimum limit of \$1,000,000 per occurrence; or qualified self-insurance subject to approval by University.
- (B) Proof that Licensee has purchased event liability insurance with a minimum limit of \$1,000,000 per occurrence. Licensee may purchase such insurance from the insurer of its choice, or at the following website address: <https://tulip.ajgrms.com> (a pass code will be provided if this option is selected).

- (C) State and other governmental agencies that are self-insured shall provide a letter stating that fact and the coverage limits for such insurance on departmental letterhead.

9.2 Workers' Compensation/Employers Liability, if applicable, to the extent required by law.

9.3 All insurance provided under paragraph 9.1(A) and 9.1(B) shall be written by insurance companies with an A.M. Best rating of A-VII or better and licensed and authorized to do business in the State of Minnesota and shall name the Regents of the University of Minnesota as an additional insured. The policies shall provide that the insurance coverage shall not be canceled, modified or non-renewed before the end of the term of this Agreement without written notice to University. Licensee shall maintain the insurance(s) described in this paragraph for the entire term of this Agreement.

10. Assignment. Licensee shall not assign its rights under this Agreement without University's prior written consent, which consent University may grant or withhold in its sole discretion.

11. Surrender. Licensee shall surrender possession of the Facility to University at the conclusion of the Event in the same good condition as on the date of possession by Licensee. Licensee shall reimburse University for any and all costs University incurs to repair any damage to the Facility or other University property or equipment arising out of or connected with Licensee's use of the Facility, unless such damage is caused solely by University, its officers, employees, agents or representatives.

12. Notices. All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

If to University: University of Minnesota
 c/o Real Estate Office
 Attn.: Senior Real Estate Specialist
 424 Donhowe Building
 319-15th Avenue SE
 Minneapolis, MN 55455-0199
 Facsimile No.: (612) 624-6345
 E-mail: reo@umn.edu

With a copy of
default notices to: University of Minnesota
Office of the General Counsel
Attn.: Transactional Law Services Group
360 McNamara Alumni Center
200 Oak Street SE
Minneapolis, MN 55455-2006
Facsimile No.: (612) 626-9624
E-mail: contracts@mail.ogc.umn.edu

If to Licensee: Duluth East High School
Attn: Jerry Upton
301 N. 40th Ave. E.
Duluth, MN 55804
Facsimile No.: 218-310-4309
E-mail: jerome.upton@isd709.org

13. License Only; Remedies. Licensee acknowledges that this Agreement represents a grant of a revocable license only, and not an easement or lease. Licensee shall pay to University all of University's damages, costs and fees, including attorneys' fees, caused by Licensee's failure to comply with the terms and conditions of this Agreement. In addition, if Licensee fails to comply with the terms and conditions of this Agreement, University shall be entitled to exercise all other legal and equitable remedies available to University.

14. Limitation of University Liability. IN NO EVENT SHALL UNIVERSITY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, LOST PROFITS OR LIKE EXPECTANCY DAMAGES ARISING OUT OF THE AGREEMENT. UNIVERSITY'S TOTAL LIABILITY FOR BREACH OF THIS AGREEMENT IS THE FEE PAYABLE BY LICENSEE AS SET FORTH IN PARAGRAPH 3 OR IN AN EXHIBIT TO THIS AGREEMENT.

15. Force Majeure. No party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, strikes or other disturbances, including, without limitation, terrorist acts, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party.

16. Use of University Name or Logo. Licensee agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the University or the name of any representative of the University without the written permission of the University in each instance except for the limited purpose of identifying the location of the Event in advertising or other notices for the Event.

16.1 Licensee shall not use or alter University Marks in connection with the Event. Licensee agrees that the following disclaimer shall be prominently placed in all material related to promotion, publicity or advertising of the Event, whether print media, photo, video or web-based, in a font not smaller than the main text of the specific piece:

“The University of Minnesota is not endorsing or sponsoring the activities conducted by ISD 709 on the University of Minnesota campus. The relationship between the University of Minnesota and ISD 709 is solely that of licensor and licensee.”

16.2 Licensee’s failure to comply with this section shall give University the right to immediately terminate this Agreement and Licensee’s access to the Facilities.

17. Copyright Representation and Release. Licensee represents that copies of presentation materials Licensee provides to University, or directs University to copy and distribute to Attendees, and materials that Licensee will present by multimedia at the Event, will only be made from legal copies and that Licensee has the right to make this use of the presentation materials either because Licensee a) owns the copyright; b) has written permission of the copyright owner(s) for this use; c) reasonably believes each use to be fair use pursuant to 17 United State Code § 107, *Limitations on exclusive rights: Fair use*; or d) reasonably believes the material to be in the public domain. Licensee further represents that copyright notices have not been altered and that required attributions are shown. Licensee releases and will hold harmless University, its Regents, officers, employees and agents for copyright infringement arising from Licensee’s presentation materials.

18. Amendments. This Agreement shall be amended only in a writing duly executed by all the parties to this Agreement.

19. Non-Waiver. No waiver by any party of a default or non-performance by the other party shall be deemed a waiver of any subsequent default or non-performance.

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

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


22. Exhibits. The terms and conditions of any and all exhibits attached to this Agreement are made a part of this Agreement as if fully set forth in this Agreement. To the extent that any of the terms and conditions of paragraphs 1 – 22 of this Agreement conflict with any of the terms and conditions of the attached Exhibit(s), the terms and conditions of the Exhibit(s) shall control. All capitalized terms in any Exhibit(s) that are not specifically defined in such Exhibit(s) shall have the meanings given them in this Agreement.

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

Regents of the University of Minnesota

Duluth East High School

By: 
Name: Robert Kase
Title: Dean, School of Fine Arts
Date: 11/7/19

By: 
Name: ~~Jerry Upton~~ Catherine Erickson
Title: ~~Choir Director~~ CD
Date: 01/10/2020

**EXHIBIT A to
STANDARD USE/LICENSE AGREEMENT
WEBER MUSIC HALL**

The University and the Licensee further agree as follows:

1. Licensee.

1.1 Title of event:	East High School Choir Concert
1.2 Sponsoring organization:	Duluth East High School
1.3 Contact person:	Jerry Upton
1.4 Mailing address:	301 N. 40 th Ave. E.
1.5 City/State:	Duluth, MN 55804
1.6 Telephone:	201-310-4309 336-8845 Ext. 2311
1.7 Email:	jerome.upton@isd709.org

2. Term.

Date: 05/28/2020	Start Time: 5:00 PM	Stop Time: 9:00 PM	Purpose: CN	Event Time: 7:00 PM
Date:	Start Time:	Stop Time:	Purpose:	Event Time:
Date:	Start Time:	Stop Time:	Purpose:	Event Time:
Date:	Start Time:	Stop Time:	Purpose:	Event Time:
Date:	Start Time:	Stop Time:	Purpose:	Event Time:

3. Fee.

University agrees to provide to Licensee the Facility, equipment and/or services described below at the Licensee's sole cost and expense. Licensee shall use such equipment and/or services at its own risk and shall reimburse University for the cost of repairs necessitated by Licensee's misuse or abuse.

Facility charge.

	Quantity (in days)	Cost	Total
Main hall	1/3	175.00	\$175.00
Warmup room (Singer)	1/3	25.00	\$25.00
Green room			
Dressing room			

Technical charge.

	Quantity	Cost	Total
Sound system without operator			
Sound system with operator 0-6 inputs	X	25.00	\$25.00
Sound system with operator 7-24 inputs			
1 Playback Track (from house or stage)	From Stage <input type="checkbox"/> From House <input type="checkbox"/>		
2-6 Playback Tracks (from stage)			
2-6 Playback Tracks (from house)			
Two track recording			
24 track recording			
Performance lighting without operator	X	25.00	\$25.00
Performance lighting with operator			
Piano			
Staging			
Risers	7 - 3 Step Risers	NC	NC
Conductor's podium			
Speaker's podium			

**EXHIBIT A to
STANDARD USE/LICENSE AGREEMENT
WEBER MUSIC HALL**

Other: Table	X	NC	NC
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Other cost.

	Quantity (in hours)	Cost	Total
Weber Hall Staff	2 x 4hrs	\$15.00/hr	\$120.00
Custodial Fee	1 x 4hrs	\$15.00/hr	\$60.00
House Manager	1 x 4 hrs	\$15.00/hr	\$60.00

FACILITY CHARGES	\$200.00
TECHNICAL CHARGES	\$50.00
OTHER COSTS	\$240.00
SALES TAX	---
TOTAL CHARGES	\$490.00

The Licensee shall pay the University a total fee of \$490.00.

The fee is due as follows:

Proof of insurance.

(Make checks payable to Weber Music Hall)

A remaining balance of \$490.00 due on or before 05-28-2020.

4. User obligations.

4.1 The licensee shall, in addition to its other obligations described in this Agreement, provide the following:

Box office personnel	<input checked="" type="checkbox"/>	
House management	<input checked="" type="checkbox"/>	
Ushers	<input checked="" type="checkbox"/>	At least 4 ushers must be provided for each event.
Setup and strike	<input checked="" type="checkbox"/>	
Other	<input checked="" type="checkbox"/>	

5. Additional Provisions.

5.1 The University shall, in addition to its other obligations described in this Agreement provide the following: no others.

Catherine Erickson
Initials CAE

Weber Music Hall
Initials 

AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of Dec, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Stacy Johnston, an independent contractor, hereinafter called Contractor.

audacity LLC

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 here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 12/6/2019 and shall remain in effect until 12/6/2019, 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.** *The Contractor is leading a self-care seminar for Head Start staff.*

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.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

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 \$400 in total.

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.

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

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

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

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

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

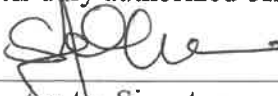
Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

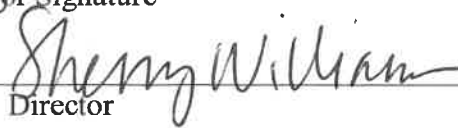
Workers’ Compensation Insurance: Contractor must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District’s website.

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.

 12-6-19
 Contractor Signature SSN/Tax ID Number Date

 12-17-19
 Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either (1) the following budget (include full 16 digit code), (2) will be paid using Student Activity Funds or (3) is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:

Check if the contract will be paid using District funds and enter the budget code in the top line below.

04	579	005	504	000	130300
XX	XXX	XXX	XXX	XXX	XXXXXX

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding

 1-3-20
 CFO/Superintendent of Schools/Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of December, 2019 , by and between Independent School District #709, a public corporation, hereinafter called District, and Blackbird Revolt LLC , 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 here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of March 5, 2020 and shall remain in effect until June 30, 2020 , 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.** Jordon Moses & Terresa Moses, of Blackbird Revolt LLC, will work with William Howes, Coordinator for the Office of Education Equity, to provide enrichment workshops for (Denfeld High School/East High School) during WIN Sessions. These WIN Sessions will center zines & zine making. A zine is a self-published magazine featuring writings, poetry, imagery, etc. Blackbird Revolt will provide a brief history of zines and teach various methods for crafting zines. The project will feature two main parts. Part 1 will highlight zine making and a personal zine project. Part 2 will focus on individual/collective zine making that will explore themes related to the Clayton Jackson McGhie(CJM) 2020 Commemoration (justice, equity, healing, reconciliation, etc.). Students will then be invited to have their zines from Part 2 featured in an art show in June of 2020.

TIMING

- Start Date: February 20, 2020 (Promotion) March 5, 2020 (On-Site)
- Length of Agreement: 10 Weeks of On-site Programming (5 Before Spring Break, 5 After Spring Break), 2 Weeks of Promotion, 3 Weeks of Follow-up for inclusion of art pieces in the Art Show
- Number of On-Site Sessions: Twice per week (Thursday & Friday)
- Date of Art Show: June, 2020

OBJECTIVES

- Introduce students to zine culture & zine making
- Connect students to supplemental enrichment programs
- Engage students in dialogue related to the CJM 2020 Commemoration

TERMS

- \$2,500 for the entirety of the project - \$75.00/hour up to 34 hours - Planning, Promotion Materials, On-Site Sessions, Follow-up Art Show Invitation & Inclusion
- Blackbird Revolt will provide necessary materials

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.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

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 \$75.00 hourly and \$ 2,500.00 in total.

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: ISD 709, Duluth Public Schools, Attn: William Howes, Office of Education Equity, 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 to: Blackbird Revolt, P O Box 3224, 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.


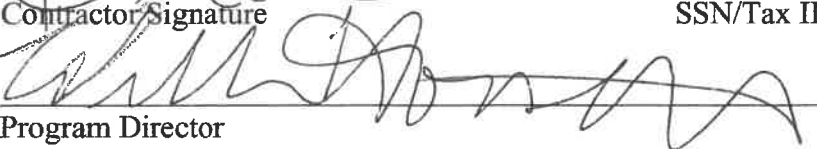
Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

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

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

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

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.


(Blair Jordan Moses)
81-5186204
01/08/2020
 Contractor Signature SSN/Tax ID Number Date

1/8/20
 Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either (1) the following budget (include full 16 digit code), (2) will be paid using Student Activity Funds or (3) is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:

Check if the contract will be paid using District funds and enter the budget code in the top line below.

01	605	005	313	311	130500
XX	XXX	XXX	XXX	XXX	XXXXXX

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding


 CFO/Superintendent of Schools/Board Chair 1-9-20
Date

LYRIC OPERA OF THE NORTH

January 9, 2020

AGREEMENT and PREPARATION CHECKLIST FOR LITTLE OPERA OF THE NORTH PERFORMANCE AT LOWELL ELEMENTARY.

This document shall serve as an agreement and checklist for one performance of Opera for the Young's *Cinderella*, at Lowell Elementary in Duluth, in the school gymnasium, on Monday, February 10, 2020 at 12:50 p.m. This 45 minute opera is designed and written specifically for a K-5th grade audience. Parents, sponsors, and community members are welcome at the school's discretion and according to school visitor policies.

The following schedule of events is agreed upon:

~~11:30~~ ^{11:50} ~~11:30~~ a.m. arrival and load in to performance space at school.

~~12:00~~ ^{12:20} ~~12:00~~ p.m. begin rehearsal with student chorus (please have student performers ready to begin at this time). Costumes and hand props for students are provided by LOON.

~~12:45~~ ^{1:05} ~~12:45~~ p.m. Audience takes their places.

~~12:50~~ ^{1:10} ~~12:50~~ Performance and Q&A.

~~1:40~~ ^{2:00} ~~1:40~~ END of performance, LOON loads out.

~~2:10~~ ^{2:30} ~~2:10~~ Gym is empty.

adjusted times

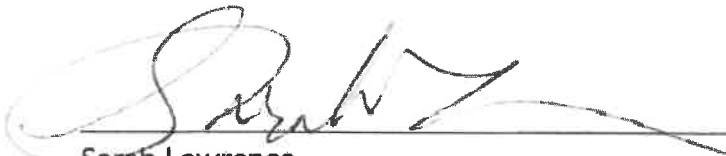
1. Music Teacher agrees to prepare a chorus of 16 student singers, from which you will assign 2 students with speaking roles (Prince Charming's parents, the King and Queen) to appear in this performance. Speaking roles should come from the singing chorus. Teaching materials were emailed separately. If additional students are participating as singers, they are welcome to sit in risers behind the acting chorus.
2. **New Information – Top Secret!!** Music Teacher agrees to find two teachers or administrators from your school to appear in surprise cameo roles (Stepsisters). These volunteers must attend the rehearsal with the student chorus immediately prior to the performance to learn choreography. Please keep these cameos a secret so students are surprised at the performance!
3. Please make a piano available for the use of this performance. For our purposes, a "bad" or even an out of tune piano is usually better than an electric keyboard, but we rely on Music Teachers' discretion!
4. Please see previously sent materials for gym set-up: LOON sets up performing area under one hoop, with student audience on the gym floor and adult audience in chairs around perimeter. We request the use of cones to help establish a center aisle.

LYRIC OPERA OF THE NORTH

5. Prior to performance week: please check to see if gym fans can be turned off. This performance is un-amplified and gym fans can drown out lyrics. Some schools have automated systems which require several days' advance notice.
6. Payment can be sent to Lyric Opera of the North at the address below. **The cost of the performance is \$750.00.** Payment can be made at any time from now until the day of the performance.
7. We will collect Learning CDs on the day of the performance.
8. Teaching materials include age-specific surveys. Please distribute to classroom teachers and return completed surveys to Lyric Opera of the North within one week of performance. We are happy to provide postage-paid envelopes for this upon request.
9. Please remember that 400 students is a "guideline" for maximum number of students in attendance. We can discuss this further for clarification if needed.

Lyric Opera of the North is the presenter of all performances by Little Opera of the North. Lyric Opera of the North is a 501 (c) (3) organization. Tax identification # 20-1896591.

We look forward to working with you to bring live, professional opera to your school. Please sign one copy of this agreement and return to LOON at your earliest convenience.



Sarah Lawrence
General Artistic Director

1/25/20

Date



Principal or Music Teacher

1/9/2020

Date



CFO

1/22/2020

Date

LYRIC OPERA OF THE NORTH

January 17, 2020

AGREEMENT and PREPARATION CHECKLIST FOR LITTLE OPERA OF THE NORTH PERFORMANCE AT MEYERS WILKINS ELEMENTARY.

This document shall serve as an agreement and checklist for one performance of Opera for the Young's *Cinderella*, at **Meyers Wilkins Elementary in Duluth, in the school gymnasium, on Monday, February 10, 2020 at 9:05 a.m.** This 45 minute opera is designed and written specifically for a K-5th grade audience. **Parents, sponsors, and community members are welcome at the school's discretion and according to school visitor policies.**

The following schedule of events is agreed upon:

7:45 a.m. arrival and load in to performance space at school.

8:15 a.m. begin rehearsal with student chorus (please have student performers ready to begin at this time). Costumes and hand props for students are provided by LOON.

9:00 a.m. Audience takes their places.

9:05 a.m. Performance and Q&A.

9:55 a.m. END of performance, LOON loads out.

10:25 a.m. Gym is empty.

1. Music Teacher agrees to prepare a chorus of **16 student singers**, from which you will assign **2 students with speaking roles (Prince Charming's parents, the King and Queen)** to appear in this performance. Speaking roles should come from the singing chorus. Teaching materials were emailed separately. If additional students are participating as singers, they are welcome to sit in risers behind the acting chorus.
2. **New Information – Top Secret!!** Music Teacher agrees to find **two teachers or administrators from your school to appear in surprise cameo roles (Stepsisters)**. These volunteers must attend the rehearsal with the student chorus immediately prior to the performance to learn choreography. Please keep these cameos a secret so students are surprised at the performance!
3. Please make a piano available for the use of this performance. For our purposes, a "bad" or even an out of tune piano is usually better than an electric keyboard, but we rely on Music Teachers' discretion!
4. Please see previously sent materials for gym set-up: LOON sets up performing area under one hoop, with student audience on the gym floor and adult audience in chairs around perimeter. We request the use of cones to help establish a center aisle.

LYRIC OPERA OF THE NORTH

5. Prior to performance week: please check to see if gym fans can be turned off. This performance is un-amplified and gym fans can drown out lyrics. Some schools have automated systems which require several days' advance notice.
6. **The cost of the performance is \$750.00.** Payment for this performance was sponsored by a patron and does not need to be made by the school.
7. We will collect Learning CDs on the day of the performance.
8. Teaching materials include age-specific surveys. Please distribute to classroom teachers and return completed surveys to Lyric Opera of the North within one week of performance. We are happy to provide postage-paid envelopes for this upon request.
9. Please remember that 400 students is a "guideline" for maximum number of students in attendance. We can discuss this further for clarification if needed.

Lyric Opera of the North is the presenter of all performances by Little Opera of the North. Lyric Opera of the North is a 501 (c) (3) organization. Tax identification # 20-1896591.

We look forward to working with you to bring live, professional opera to your school. Please sign one copy of this agreement and return to LOON at your earliest convenience.

Sarah Lawrence
General Artistic Director

Date



1-30-20

~~Principal or Music Teacher~~
CFO

Date

**Regents of the University of Minnesota ("University")
Short Form Services Agreement (\$25,000 or less)**

Department Name: UMD Disability Resources		Customer: ISD 709 Special Services Primary Contact: Jackie Ward, Asst Director for Special Services
Address: 215 North First Avenue East Duluth MN 55802		
Phone: 218-336-8740	Fax: 218-336-8775	Email: jackie.ward@isd709.org
Dept. ID No.: 1026-10437-2116	I/ESAF No.: ESAF 1914, 2152	(No contract assigned) Do not send to External Sales)
Term Start Date: Jan 21, 2020		Term End Date: June 5, 2020
Description of Services: Provide sign language interpreting services to ISD 709 to students as needed, subject to availability.		
Provide details and pricing (or enter "see attached Exhibit A"): Sixty nine and 00/100 dollars (\$69.00) per hour billed in 15 minute increments. A two-hour minimum charge WILL NOT be assessed. 48 hour cancellation notice is required. Cancellations with less than 48 hours notice will be charged at \$69/hr for scheduled services. Invoices shall be submitted on a bi-weekly or monthly basis. ISD 709 Special Services staff will contact the UMD authorized representative to arrange dates and times via phone or email. Agreed upon dates and times will be confirmed via email communication between ISD 709 Special Services Staff and the UMD authorized representative.		
Check One: Single Sale <input type="checkbox"/> Repeating/Multiple Sale <input checked="" type="checkbox"/>		
		Price per Service: \$ 69.00/hr
		TOTAL Compensation: \$ Will vary based on utilization of services, not to exceed \$25,000

1. What the University Will Provide. Under this Agreement, University will provide external sales services as described and for the fee set forth above.

2. What You Will Receive. You will receive a service, a report indicating the results of your requested services and/or the materials described above.

3. Exclusive Terms and Conditions. These terms and conditions are the sole and exclusive terms and conditions applicable to this Agreement. University objects to, and rejects, all other terms and conditions contained in any document provided by Customer at any time. Any handwritten changes to the terms of this Agreement shall be ignored and have no legal effect unless initialed by both parties. Any performance under this Agreement will be deemed acceptance of these terms and conditions and provisions and specifications on the face and Exhibit A of this Agreement and attachments, if any.

Customer agrees that any additional or different terms and conditions on its documents (acknowledgements, invoices, website, purchase order, etc.) shall not be binding on University, notwithstanding any legend on such document.

4. Ownership of Materials and Presentation. With respect to any workshop/presentation activities under this Agreement, all materials provided by University during the presentation shall remain the property of University. Company is provided a license to use the materials in connection with the workshop/presentation, but Company may not copy or distribute the materials 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.

5. Disclaimer of Warranty and Liability. WHILE THE SERVICES WILL BE PERFORMED IN A PROFESSIONAL MANNER, UNIVERSITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE WORK TO BE

PERFORMED OR THE DELIVERABLES TO BE PROVIDED. IN NO EVENT SHALL UNIVERSITY BE LIABLE FOR ANY SPECIAL, INDIRECT (INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOST PROFITS, OR LOSS OF DATA), INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OF ANY KIND, RESULTING FROM WHATEVER CAUSE WHETHER IN AN ACTION UNDER THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE WORK TO BE PERFORMED OR THE DELIVERABLES TO BE PROVIDED UNDER THIS AGREEMENT. IN NO EVENT SHALL UNIVERSITY'S TOTAL LIABILITY TO YOU FOR ANY AND ALL DIRECT DAMAGES EXCEED THE AMOUNTS PAID TO UNIVERSITY UNDER THIS AGREEMENT.

6. Indemnification and Insurance. You agree to indemnify, defend, and hold harmless University against any and all claims, costs, or liabilities, including attorneys' fees and court costs for any loss, damage, injury, or loss of life arising out of (i) use by you (or any third party acting on behalf of or under authorization from you) of information, reports, deliverables, materials, products or other results of University's work to be performed or deliverables to be provided under this order; or (ii) your infringement of a third party's intellectual property rights or violation of any law, rule, or regulation in the provision of any samples to the University. In the event the services are conducted for commercial use or purpose, you represent that you have in force a policy of general liability insurance, with limits not less than \$1,000,000 each occurrence, and you agree to furnish proof of such insurance upon request.

7. Applicable Law and Jurisdiction. Minnesota law, without regard to principles of conflict of laws, will govern these terms and conditions. Any dispute relating to this Agreement shall be heard in state court in Hennepin County, Minnesota and you consent to jurisdiction in such courts for this purpose.

8. Use of University Name. Use of University name, logos and other marks of the University, or of any University employee in any publicity, advertising, or news release without the prior written approval of an authorized representative of University is prohibited.

By signing below, you are indicating your agreement to the above terms and conditions. If you are submitting this order on behalf of a company or institution, you represent that you have the authority to bind such entity to these terms and conditions. In such case, references to "you" or "your" shall apply to the entity on whose behalf you are signing.

Signature: Jackie L. Ward

Print Name: Jackie L. Ward

Title: Asst. Director of Special Services

Date: 1-23-20

01-405-005-740-000-1305.00

Cathie Erickson 01/30/20
Catherine Erickson, CFO

**GUIDELINES ON USAGE OF
UNIVERSITY SHORT FORM SERVICES AGREEMENT (\$25,000 or LESS)**

The standard University Short Form Services Agreement (\$25,000 or less) is for use with low risk transactions between the University units and their External Sales customers. Use this agreement with the following guidelines:

- Total value of services being provided must be \$25,000 or less;
- Transactions are low risk as defined by External Sales Policy (“Selling Goods and Services to External Customers”); and
- There are no additional terms or conditions. The agreement (form) itself cannot be modified.
- Description of services, compensation or the term of the agreement can be amended using the Amendment to the Services Agreement (OGC-SC112)

The Short Form Services Agreement should not be used in lieu of the Standard Service Agreement for values \$25,000 or greater and medium to high risk activity.