

McCabe Renewal Center
2125 Abbotsford Avenue
Duluth MN 55803



Director: Sr. Jean Maher, OSB
Assistant Director: Sr. Dorene King, OSB

218-724-5266
McCabeCenter@msn.com

This service contract is entered into as of March 17th, through June 17th, 2012

Between the McCabe Renewal Center (Company) and The Duluth School District/East High School

The Company is represented by: Sr. Jean Maher, Director

The Client is represented by: Bill Hanson (Joan Sargent)

Date of Event: March 29th & 30th, 2012 and May 11th & 12th, 2012

Time: 7:45-4:00

Number of participants: 20 or 21 people (will confirm by 3/28/12)

Company agrees to provide accommodations and services as follows:

- 1st floor meeting rooms to include living room, library and sun porch
- Two first floor bathrooms
- Break area set up on sun porch
- Dining area on lower level

A.M. & P.M. break services, full luncheon entrée, beverage service and desserts.

Fees for Services:

Use of Center	<u>\$125 per day</u>
A.M & P.M. break services, full luncheon entrée, Beverage services and desserts	<u>\$16.00 per person</u>

Cancellation Policy:

If Client determines there is a need to cancel event, the Company must be given five working days notice.

If this notice is not given, 25% of total fee plus any catering fees will be due and payable to the Company.

Cancellation due to weather: If the event is cancelled due to unforeseen weather events, the Client shall be responsible only for catering fees as determined by the Company.

Signature of Client: Bill Hanson 3/22/12

Date

Signature of Company: Sr Jean Maher, OSB 3-20-12

Date

McCabe Renewal Center
2125 Abbotsford Avenue
Duluth MN 55803



Director: Sr. Jean Maher, OSB
Assistant Director: Sr. Dorene King, OSB

218-724-5266
McCabeCenter@msn.com

This service contract is valid from March 17th, through June 17th, 2012

Between the McCabe Renewal Center (Company) and The Duluth School District / Denfeld High School

The Company is represented by: Sr. Jean Maher, Director

The Client is represented by: Bill Hanson (Joan Sargent)

Date of Event: March 22nd & March 23rd, 2012 and May 4th & 7th, 2012

Time: 7:45 am to 4:00 pm

Number of participants: 21 (Twenty-one)

Company agrees to provide accommodations and services as follows:

- 1st floor meeting rooms to include living room, library and sun porch
- Two first floor bathrooms
- Break area set up on sun porch
- Dining area on lower level

A.M. & P.M. break services, full luncheon entrée, beverage service and desserts.

Fees for Services:

Use of Center	<u>\$125 per day</u>
A.M & P.M. break services, full luncheon entrée, Beverage services and desserts	<u>\$16.00 per person</u>

Cancellation Policy:

If Client determines there is a need to cancel event, the Company must be given five working days notice.

If this notice is not given, 25% of total fee plus any catering fees will be due and payable to the Company.

Cancellation due to weather: If the event is cancelled due to unforeseen weather events, the Client shall be responsible only for catering fees as determined by the Company.

Signature of Client: W. C. Hanson

3/22/12

Date

Signature of Company: Sr. Jean Maher

3-20-12

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of March, 2012, by and between Independent School District #709, a public corporation, hereinafter called District, and Dr. Paula J. Pedersen, 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. This Agreement shall be deemed to be effective as of March 28, 2012, and shall remain in effect until June 8th, 2012, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. The contractor will co-facilitate the Intercultural Leadership retreat experience with faculty, staff and administrators from East High School on March 28th, 29th and 30th and May 10th or 11th, 2012.
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 \$5400.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Social Security Number or 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 _____, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail _____ (mailing address including Zip Code) _____.

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

Chair

Paula J. Pedersen
Title

Clerk

Paula J. Pedersen
Title

Program Director

~~XXXXXXXXXXXXXXXXXXXX~~
Taxpayer Identification Number

W. C. Hanson
Director of Business Service

[Signature]

AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of February, 2012, by and between Independent School District #709, a public corporation, hereinafter called District, and Coach Larry A. McKenzie and Coach Seminars & Training, 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 February 15 at Morgan Park Middle School & March 14th at Woodland Middle School, and shall remain in effect until March 14th, 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.**

Coach McKenzie provided a motivational speech school wide assembly at both middle schools. The presentation emphasized on themes of life skills, cooperation, determination, and African American History. The speech will last a duration of 45 minutes with guests of 300 capacity.

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 \$2,400. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 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 8617 Edinbrook Crossing Brooklyn Park, MN 55443

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.

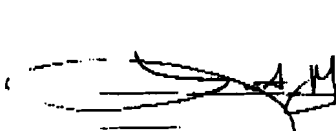

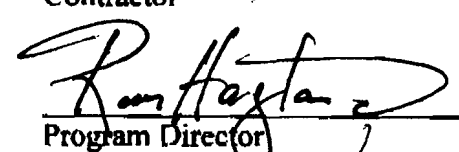
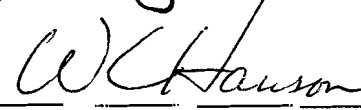
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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	 _____ SSN/ Tax Identification Number	03/08/2012 _____ Date
 _____ Program Director		3-12-2012 _____ Date
 _____ Director of Business Service / Superintendent of Schools		3/16/12 _____ Date

AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of April, 2012, by and between Independent School District #709, a public corporation, hereinafter called District, and Gabriel Ortega, 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 April 25th, and shall remain in effect until April 29, 2012, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** The Artist will provide three presentations to district elementary schools, or elementary school classes during the school day. These elementary schools or elementary school classes are to be identified prior to his arrival in Duluth. Transportation between the Artists hotel and the various schools will be provided by staff of ISD 709 American Indian Education Department.

The Artist(s) will receive \$200 for each of three (3) performances. The total professional fees for the three (3) performances will equal \$600.

Each of the school performances is not to exceed the length of one class.

The purpose of each of the presentations is to share the Artist's personal philosophy, life experience, and interpretation of history and Native American worldview with the student and staff audiences. This opportunity is provided to students during American Indian Month to:

- Increase and Improve Cultural Awareness,
- Promote the Value of Diversity,
- Share through Traditional Native American Storytelling,
- Share aspects of Traditional Native American music.

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 his/her obligations pursuant to this Agreement, District hereby agrees to provide travel accommodations for Contractor for his/her services and expenses in performing said obligations up to a sum not to exceed \$3,000.00 to cover the cost of transportation, lodging and meals (at the district per diem rate of \$27 per day). Professional fees for the three presentations

meals (at the district per diem rate of \$27 per day). Professional fees for the three presentations will be the artist's in-kind contribution. Local fundraising efforts to support the artists in school performance are encouraged. However, the district will not be held liable for the sources or failure of such efforts. Contractor may schedule additional activities following the regular school day to raise funds for professional fees or any other purpose.

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. Accommodations for airfare and lodging will be provided by the district for the contractor;
- b. Meal per diem will be prepaid to the contractor by the district;
- c. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 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: P.O. Box 209 Mescalero, NM 88340. Phone 575-491-1230.

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.

Gabriel Ortega
Contractor

~~585 55 0172~~
SSN/Tax Identification Number

06.22.12
Date

Ron Hepler
Program Director

3-23-12
Date

WCHanson aq
Director of Business Service / Superintendent of Schools

3/26/12
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of April, 2012, by and between Independent School District #709, a public corporation, hereinafter called District, and Paul O. [REDACTED] 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 April 25th, and shall remain in effect until April 29, 2012, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** The Artist will provide three presentations to district elementary schools, or elementary school classes during the school day. These elementary schools or elementary school classes are to be identified prior to his arrival in Duluth. Transportation between the Artists hotel and the various schools will be provided by staff of ISD 709 American Indian Education Department.

The Artist(s) will receive \$200 for each of three (3) performances. The total professional fees for the three (3) performances will equal \$600.

Each of the school performances is not to exceed the length of one class.

The purpose of each of the presentations is to share the Artist's personal philosophy, life experience, interpretation of history and Native American worldview with the student and staff audiences. This opportunity is provided to students during American Indian Month to:

- Increase and Improve Cultural Awareness,
- Promote the Value of Diversity,
- Share through Traditional Native American Storytelling,
- Share aspects of Traditional Native American music.

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 his/her obligations pursuant to this Agreement, District hereby agrees to provide travel accommodations for Contractor for his/her services and expenses in performing said obligations up to a sum not to exceed \$3,000.00 to cover the cost of transportation, lodging and meals (at the district per diem rate of \$27 per day). Professional fees for the three presentations

meals (at the district per diem rate of \$27 per day). Professional fees for the three presentations will be the artist's in-kind contribution. Local fundraising efforts to support the artists in school performance are encouraged. However, the district will not be held liable for the sources or failure of such efforts. Contractor may schedule additional activities following the regular school day to raise funds for professional fees or any other purpose.

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. Accommodations for airfare and lodging will be provided by the district for the contractor;
- b. Meal per diem will be prepaid to the contractor by the district;
- c. 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.

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 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: P.O. Box 209 Mescalero, NM 88340. Phone 575-491-1230.

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.

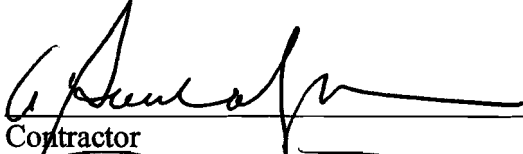
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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.

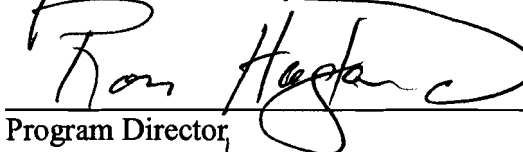
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under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


SSN/ Tax Identification Number

02-22-12
Date


Program Director

3-23-12
Date


Director of Business Service / Superintendent of Schools 

3/26/12
Date

**AMENDED AGREEMENT FOR SERVICES
ADULT BASIC EDUCATION
DULUTH WORKFORCE DEVELOPMENT DIVISION**

THIS AGREEMENT, made this 1st day of January, 2012, is by and between the CITY OF DULUTH WORKFORCE DEVELOPMENT DIVISION (hereinafter the "Division"), and the Adult Basic Education Office of Independent School District 709 (hereinafter "ABE").

WHEREAS, the Division has received a Minnesota Intelligent Rural Communities grant to fund digital literacy training for adults in the Minnesota Workforce Center-Duluth.

WHEREAS, the grant calls for training to be provided by an ABE instructor.

WHEREAS, the Division desires to arrange for such instruction with ABE.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Division and ABE agree as follows:

ARTICLE I. ABE DEFINITION AND DUTIES

ABE will be required to complete the following activities.

1. Retain the services of a teacher licensed in the State of Minnesota to provide instruction.
2. Ensure that the teacher is fully prepared and delivers instruction at least twice per month from May, 2011 through May, 2012.
3. Ensure that the teacher is available to staff open lab periods in the Minnesota Workforce Center-Duluth, as mutually agreed upon.
4. Ensure the teacher performs other related duties as required to properly operate the program.

ARTICLE II. HOURS OF DUTY

1. ABE shall ensure that the teacher shall work the hours necessary to perform the duties noted in Article I, not to exceed an average of 20.0 hours per month.

ARTICLE III. FUNDING

On a bi-monthly basis, ABE will deliver to Division a detailed breakdown of teacher hours worked by date and time. Division will reimburse ABE \$43.00 per hour. Total reimbursement under this Agreement shall not exceed \$9,800.00.

ARTICLE IV. LIABILITY

Each party hereto agrees that it will be solely liable for any liability arising out of any acts or omissions of itself or its officers, agents, servants, employees or subcontractors in the performance of its respective obligations under this Agreement.

Nothing herein shall be deemed to create any liability on behalf of either party not otherwise existing as to such party under the provisions of the Minnesota Municipal Limitation of Liability

Statute, Minnesota Statute Section 466 *et. seq.*, or to extend the amount of liability of either party to amounts in excess of that specified in said Chapter.

ARTICLE V. TERM

This Agreement shall commence on the date first indicated above on page 1 and will remain in effect until May 31, 2012.

Article VI: CIVIL RIGHTS ASSURANCES

ABE and the Division, and their officers, agents, servants and employees, as part of the consideration under this Agreement, do hereby covenant and agree that:

1. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation and/or disability shall be excluded from any participation in, denied any benefits of or otherwise subjected to discrimination with regard to the services provided under this Agreement.
2. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code and any regulations and executive orders which may be affected with regard thereto.

ARTICLE VII. GENERAL PROVISIONS

1. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners, joint venture, or joint enterprise between the parties hereto or as constituting either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever.
2. This Agreement is to be construed and understood solely as an Agreement between the parties hereto and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that she or he is a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties hereto.
3. The Division and ABE shall not in any way assign or transfer any of their rights or interests under this Agreement.
4. This Agreement, together with all of 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.
5. The waiver by the parties of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.
6. In the event any provision herein shall be deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall be binding upon the parties to this Agreement.
7. Notice to Division or ABE provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to the parties at the addresses

hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time:

Division: Duluth Workforce Development Division
Attn: Don Hoag, Manager
411 W. 1st Street, Room 332
Duluth, MN 55802

ABE: Adult Learning Center, I.S.D. 709
Attn: Beth Tamminen, Adult Basic Education Coordinator
215 N. First Ave. E.
Duluth MN 55802

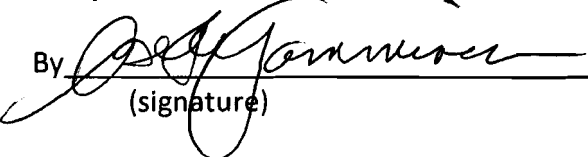
8. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and date first above written.

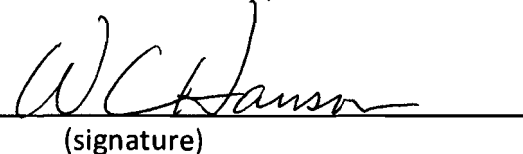
**CITY OF DULUTH WORKFORCE
DEVELOPMENT DIVISION**

By _____
Its: Manager

Independent School District 709

By 
(signature)

Name: Beth Tamminen, ABE Coordinator

By 
(signature)

Name: William Hanson, Business Services
Director