



Entertainment Agreement
Sounds Unlimited Entertainment LLC
 2602 Elmira Avenue - Main Office - Superior WI 54880
 (715) 392-9012 Fax: (715) 392-9012
 (800) 977-4248
 info@soundsdj.com - www.soundsdj.com

The following shall confirm the agreement between Sounds Unlimited Entertainment and Morgan Park Middle School
attn: Deborah DeVaney.

Client: Deborah DeVaney	Event Type: Middle School
Morgan Park Middle School	Guest of Honor: Morgan Park End of the School Year Cruise
1243 88th Avenue West	Event Date: Wednesday, June 06, 2012
Duluth, MN 55808	Client #: 41170
/ 218-626-4512	Event #: 83675

1. Employment. We shall provide, and you shall hire the services of Sounds Unlimited Entertainment.
2. Duties. The company (we) shall provide services at your event as agreed upon. Said services are set forth herein.

Event Location: Vista Fleet Excursions	Start: 11:30 AM
Vista Star	End Time: 2:00 PM
D.E.C.C. Dock	Package: Disc Jockey Show (no deposit)
Duluth, MN	Description: One entertainer and Premium JBL Sound System and Lighting Effects Show (2) speaker.

Add. Location:

Additional Services:

Additions: / / / /

3. Compensation. You shall pay us for our services the sum of:

Package Price:	\$375.00	Discount:	\$100.00
Package Additions:	\$0.00	Payments:	\$0.00
Deposit for Confirmation:	\$0.00	Total Due:	\$275.00

Terms and Conditions

- THIS CONTRACT is for the personal services of a Disc Jockey (hereinafter called "Entertainer") for the event described above, between the undersigned purchaser of music (hereinafter called "Client") and the agent for the Entertainer, "SU"- Sounds Unlimited.
4. The Client shall at all times have complete control, direction, and supervision of the performance of services by the Entertainer at this engagement and Client expressly reserves the right to control the manner, and details of the performance of the services by the Entertainer. The Entertainer playing Client's music requests shall not be held responsible if certain selections are not available.
 5. This agreement of the Entertainer to perform shall be excused by detention of the Entertainer by accident, riots, strikes, epidemics, act of God, or any other legitimate condition beyond the Entertainer and SU control. If such circumstances should arise, all reasonable effort will be made by Sounds Unlimited to find a replacement Entertainer. Should SU be unable to procure a replacement Entertainer, Client shall receive a full refund. In all other circumstances, SU liability shall be limited to the cost of the services it is contracted to provide.
 6. SU carries \$2,000,000.00 aggregate liability coverage, and also a \$1,000,000.00 products & completed operations aggregate. Letter of Insurance and added premises owners & venues available.
 7. In the event of circumstances deemed by the Entertainer to present a threat or implied threat of injury or harm to the entertainer or any equipment in the Entertainer's possession, the Entertainer reserves the right to cease performance. If the Client is able to resolve the threatening situation in a reasonable amount of time (maximum of 20 minutes), Entertainer shall resume performance in accordance with the original terms of this agreement. Client shall be responsible for payment in full, regardless of whether the situation is not resolved or whether Entertainer resumes performance.
 8. Contract cancellations less than 30 days of engagement, requires payment in full. All cancellations must be submitted in writing. Client may apply the nonrefundable deposit to a rescheduled event within one year.
 9. Client must provide; reliable power source near, coverage from adverse weather conditions and adequate open space (12 ft. X 12 ft.) for set up. Damage, injuries or delay caused by failure to comply with this provision is the responsibility of the client.
 10. Balance Due shall be paid before the performance start time, on or before, date of event. Late payments have a \$50.00 penalty, plus all court cost and legal representation fees. Returned checks have a \$25.00 service charge.
 11. Specific entertainer requests (upon availability), must have contract and deposit returned within 30 days of Entertainment Agreement date.
 12. SU SHALL NOT BE BOUND BY THIS AGREEMENT CONTRACT UNTIL IT HAS BEEN SIGNED BY CLIENT, RETURNED TO & RECEIVED BY SU.

Deborah DeVaney Morgan Park Middle Member of Sounds Unlimited Entertainment
 School LLC

Date: 7/20/12

4/20/2012



Contract

Vista Fleet
323 Harbor Drive
Duluth, MN 55802

Phone: 218-722-6218 / 877-883-4002

Fax: 218-722-0448

www.vistafleet.com ssteinbach@vistafleet.com

Prepared For:	Deb DeVaney Morgan Park Middle School	Event Date:	6/6/2012 - Wednesday
Address:		Phone:	Work: 218-626-4512 ext. 131
Email:	deborah.devaney@duluth.k12.mn.us	Event Title:	Morgan Park Middle School Class Party
Contract #:	2177	Guest Count:	198
Service Style:	Charter	Occasion:	Class Party
Sales Person:	Sarah Steinbach ssteinbach@vistafleet.com		
Event Total:	\$3,072.49	Per Person:	\$15.52
Deposit:	\$250.00	Deposit Due:	6/1/2009
Venue:	Vista Star 323 Harbor Drive Duluth, MN 55802	Last Change:	3/20/2012

Timeline:	11:00 AM Setup	DJ may board to set up
	11:30 AM Boarding	
	12:00 PM Departure	
	2:00 PM Return	

Special Contract Notes

225 passengers is the max capacity of the vessel.

Acceptance

Once this contract is accepted, we will remove from our inventory and consider sold to you for your event, vessel space pursuant to the stated boarding, departure and return times.

Billing Procedures and Deposit Schedule

A 25% deposit is due, along with the signed contract on the date indicated. Deposits and payments will be applied to your account in the form of credits. Deposits are non-transferable and non-refundable within 60 days from the cruise.

The final payment is due (2) days prior to the cruise date. After the final payment has been made, any additional passengers must be paid prior to departure. There shall be no refunds given for no-show passengers. If it is anticipated that other costs may be incurred, a pre-authorized credit card is required.

Payments may be paid in the form of cash, check or charge. Please make checks payable to Vista Fleet.

All charges not paid within 30 days of the cruise date will bear interest at the lower of the rate of 1.5% per month, compounded monthly, if permissible by law, or the highest rate permissible by law. Should Vista Fleet, in its sole discretion, deem collection action necessary in regard to outstanding balances hereunder, all costs associated with that collection action, including attorney's fees, shall be posted to the master account.

Cancellations and Service Commitment

The initial deposit is refundable if canceled a minimum of 60 days prior to the cruise.

When you contract for event space and for food and beverage services, those vessels and/or services are removed from our inventory and considered sold to you, and Vista Fleet makes financial plans based upon the revenues it expects to achieve from your full performance of the contract. It is impossible for Vista Fleet to know in advance whether or under what circumstances or at what rates it would be able to resell your services or facilities if you do not use them, as the result of a cancellation of your event. For that reason and others, we agree that in the event of cancellation less than 60 days prior to the event, the deposit will not be refunded. The deposit represents a reasonable effort on behalf of the Vista Fleet to establish its loss prospectively and shall be held as liquidated damages. The deposit is intended to compensate Vista Fleet for all of its losses associated with cancellation.

Conditions

In consideration for payment made, the Vista Fleet shall provide vessel, Captain, crew, and the performance of any understandings herein described. The Captain shall be responsible for the operation and navigation of the vessel only.

Zero Tolerance Position

The Chartering Party shall assume responsibility for the maintenance of order and the conduct of and damage caused by its guests or passengers at all times while aboard the vessel, and will not engage in, or permit those in its party to engage in any unlawful acts. This includes the sale or consumption of alcoholic beverages by persons under the age of twenty-one, and the sale or consumption of illegal substances. Any violation of this agreement shall enable the Vista Fleet to terminate the agreement and will result in the forfeiture of all fees. If such violation occurs while the vessel is underway, the Captain may proceed immediately to shore and disembark passengers. Law enforcement people will be called if necessary. Vista Fleet is not responsible for any loss or damage to anything left on the vessels.

Confirmation

Unless other arrangements are specifically permitted in this Agreement, the Chartering Party is responsible for confirming minimum number of passengers two weeks prior to the cruise date, no allowances or credit will be made after this date for any decrease in number of passengers served. If the number of passengers should increase, the group or chartering party is responsible for calling the final count (2) days prior to the cruise and guests will be added based upon availability. If no number is received, the Vista Fleet will set, serve, and charge for the number of people estimated on this contract. If the final count exceeds the number reserved, the Vista Fleet will make the determination of availability of space and food service.

Bar Service

If the chartering party chooses a Host, Partial Host, or Token Bar; the balance of the bar plus 15% gratuity and liquor tax will be charged to the credit card on file after the cruise.

Vista Fleet Policies

FOOD AND BEVERAGE: No food or beverage may be brought on board without the prior authorization of the Vista Fleet. Minnesota State Health Department regulations and the Vista Fleet/Savories policy prohibit any food product left over to be taken off the premises. In case of inclement weather, Vista Fleet vessels are climate controlled and enclosed. Should a severe weather condition develop, and the Captain determines that conditions mandate that the cruise be canceled; a full or partial refund will be issued based on the circumstances.

ANIMALS: No animals or pets of any kind, except service animals, are allowed on Vista Fleet vessels.

ENTERTAINMENT & OUTSIDE CONTRACTORS: Vista Fleet must approve of any entertainment and outside contractor to be brought onto the vessels. Your outside contractors must comply with all requirements Vista Fleet deems appropriate, in

its sole discretion, regarding use of function space, vessels, and use of Vista Fleet's services.

Acceptance

I have read and understand the policies and procedures as outlined and agree to the terms and conditions stated.

Date: 4/19/12 Chartering Party Representative Signature: *W. Hanson*
Date: _____ Sarah Steinbach/Vista Fleet Representative: _____

Credit Card Authorization Form

CREDIT CARD HOLDER INFORMATION

NAME ON CREDIT CARD: _____
TYPE OF CREDIT CARD: (Circle One) VISA MC AMEX DISCOVER
TYPE OF ACCOUNT:(Circle One) PERSONAL BUSINESS
COMPANY NAME: _____

ACCOUNT NUMBER: _____
EXPIRATION DATE: _____
BILLING ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____
PHONE: _____ EMAIL: _____

AUTHORIZED USER OF CREDIT CARD

NAME: _____
COMPANY: _____
PHONE NUMBER: _____
EMAIL ADDRESS: _____
TYPE OF CHARGES: _____
AUTHORIZED AMOUNT: _____
DATES OF CHARGES: _____

AUTHORIZATION OF CARD USE

I certify that I am the authorized holder and signer of the credit card referenced above.

I certify that all information above is complete and accurate.

I hereby authorize collection of payment for all charges as indicated above. Charges may not exceed the amount listed above in the "AUTHORIZED AMOUNT" field. I understand this is only for up to this amount during the time period of "DATES OF CHARGES" referenced above. If additional charges are going to be authorized a new form will have to be completed.

CARDHOLDER NAME _____
SIGNATURE _____ DATE _____

THIS IS NOT A BILL



Event Detail Sheet

Event Day & Date: Thursday, May 3rd 2012

Group Name: Morgan Park Choir Festival

Name: Deb. Devaney	Function:
Address:	Arrival Time: 11:45
Phone: 218-590-3784	Serving Time: Upon arrival?
Fax: 218-626-4320	Rental Period: 11:45-2:30pm
Email: Deborah.devaney@duluth.k12.mn.us	Party > 20ppl
NUMBER OF GUESTS	Service Charge: 18%
Estimated: 250 Guaranteed:	Space Requested: Main Floor
Children under 12:	Rental Charge: Waived
	Form of Payment:
	Deposit Received:

Event Details	Set-up Details
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Menu:

Pizza, Bonotta and Caesar Salad Buffet
 -Non-Alcoholic Beverages included
 -\$7.99 per student+tax+service charge = \$10.35 each

Estimate: For 250 people

Food Subtotal	\$1,997.50
10.125% tax	\$202.25
18% service charge	\$359.55
7.875% tax on service charge	\$283.15
Room Rental	\$0.00
Total Estimate	\$2,842.44

Bar: (Cash or Open)
NO

Signature: *[Signature]* Date: 4/20/12

Communication Details (attach any additional)

Date of contact: 4/18/12
 Date of confirmation:
 Manager's Initials: LS

Exp date	Credit Card Type & Number

Signature: _____ Date: _____

Please review the above information. The current event guide describes terms of this contract. If you are in agreement with the details included in the current event guide, menu, and set-up, sign, date, and **return to Grandma's Sports Garden and Event Center, 425 S Lake Ave, Duluth MN 55802 or fax to (218) 720-3804 within 7 days.** If any information on this sheet is inaccurate, immediately contact Matt Baumgartner or Jenna Anderson at (218) 722-4724 or mbaumgartner@grccorp.com or janderson@grccorp.com. Thank You.

*All food and beverage is subject to an 18% service charge and applicable taxes.
 **Equipment rates do not include tax.

***We will prepare 1 check for all parties over 20 people.



Specializing in
Natural Education

CONFIRMATION OF PROGRAM FORM

TO: Susan Leha

PHONE# 218-336-8865

This letter is considered confirmation of Critters and Company Inc.'s presentation on

Monday, April 2, 2012 from 12 noon to 2pm

for Humecroft Elm To be performed at

4784 Howard Griesen Rd Duelth
55803

Starts
12 noon
1 pm

Humecroft Elm agrees to pay Critters and Company Inc.

\$300 minus a discount* of 10%

for the 2 performance(s) of Attitude that Make a Difference
Skunk

Additional expenses: Mileage 350 @ .50 = 175 Per Diem 1 @ 110 = 110

Total payment of (175 + 110) = \$285 should be

made out to Critters and Company Inc. and handed to the presenter prior to the performance.

Humecroft Elm agrees to assume all responsibilities for accidents or damages inadvertently caused by use of animals or birds on premises. This contract not obligate Critters and Company Inc., nor any of it's volunteers or staff, for any damages that occur prior to, during, or after the performance.

Please sign and return to Critters & Company. Upon receipt of this signed agreement the dates agreed upon will be considered confirmed. Please copy and maintain one copy for your files.

Acknowledged by: W. Hanson

*Late payment forfeits discount

INDEPENDENT SCHOOL DISTRICT NO. 709

MEMORANDUM OF AGREEMENT, made this 4th day of April, 2012, between Independent School District No. 709, a public corporation, in the State of Minnesota, party of the first part, hereinafter called "ISD 709", and RAV Technologies, 2475 Xenium Lane North, Plymouth, MN 55441, party of the second part, hereinafter called Contractor",

WITNESSETH, that the said Contractor, in consideration of the covenants and agreements herein mutually entered into and under the conditions and penalties provided in the specifications hereto annexed, which specifications form an integral part of this contract and also under the penalty expressed in a bond hereto annexed, does for itself and for its successors, assigns, executors and administrators covenant, promise and agree to and with ISD 709 that Contractor shall and will at its own proper cost and expense and according to the best of its art and ability, do and perform all the work and furnish all materials (except only where otherwise especially provided herein to the contrary) which may be required in

building and completing the work required: Furnish and install conferencing system in the HOCHS Boardroom per the attached scope of services and quotation as follows:

Equipment	\$ 5,077.00
Materials	990.00
Labor	<u>9,350.00</u>
Total	\$15,417.00

For Period: Tentative Calendar date: April 23, 2012

Together with all other words connected therewith or necessary thereto, in accordance with the specifications herein contained and in accordance with the plans and directions made and to be made from time to time as the work proceeds, said directions to form a part of this contract.

AUDIT:

All books, records, documents, and accounting procedures and practices of the vendor, that are relevant to the contract, are subject to examination by the state auditor. (1998 Minn. Laws chp. 386, art. 1, & 6.)

CONSIDERATION:

ISD 709, in consideration of the due and faithful performance of the covenants and agreements referred to herein and in the specifications promises and agrees that the contract price submitted to ISD 709 in Contractor's bid shall be paid to said Contractor, in full for all claims and demands, and in the manner herein provided and subject to all specified and legal conditions, forfeitures and deductions.

CONTRACT DOCUMENTS:

It is understood and agreed that this contract consists of the following:

1. Printed Memoranda of Agreement
2. Numbered Addenda

3. Advertisement for Bids, Contractor's Bid and Resolution

Awarding Contract

- 4. Plans and Specifications on File at ISD 709
- 5. Certificate of Insurance
- 6. Current Department of Labor Wage Rate Table

IN WITNESS WHEREOF, Independent School District No. 709 has caused these presents to be signed by the chair of the Board of Education, or its designee, and said Contractor shall hereunto set his/her hand the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709

By: Bill Hanson

Date: 4/12/12

Bill Hanson, CFO/Executive Director of
 Business Services
 School Board Designee

CONTRACTOR

By: Jim Owens

Its: Saks M/R

Date: 4-11-12

March 30, 2012

Bart Smith
Duluth Public Schools

Re: DSC boardroom proposed scope of work

RAV Technologies is pleased to provide you with the following proposal to upgrade the audio in your boardroom. This letter summarizes the scope of services to be performed Duluth Public Schools.

SCOPE OF SERVICES

Abstract

RAV Technologies will install Sennheiser digital discussion central unit ADN CU1 (supplied by others) which can power and control up to 40 (depending on cable length) connected delegate and chairperson units. The 'Conference Manager' can be used directly on the CU1 (supplied by others) by connecting a Screen, Mouse and Keyboard or through the use of the school's network and a laptop. The intuitive workflow of the conference manager allows a fluent monitoring and control of the conference, including but not limited to queuing of users, time limits for speaking, muting, and recording to a hard drive.

While this design doesn't really give the user a big red "Mute" button; if the chairperson has their laptop open and running the included software he/she can activate microphones, choose the next person in the Queue, set time limits on microphones, etc.

In addition to the microphone upgrade this proposal integrates a Biamp conferencing system, Biamp Red One controller, QSC amplifier and Tannoy Speakers into the system, while reusing the current equipment rack (removing the existing equipment and wiring from the rack). This will also give RAV Technologies the ability to better set levels and provide a better gain before feedback experience, multiple Media feeds and the ability to send audio to the current CATV infrastructure at a better level – which would not be affected by the volume of sound within the room.

Upgrade Process

RAV will physically remove all existing wiring in the equipment rack, and do its best to remove all existing cable runs going from the equipment rack to the chairperson locations. In place of multiple mic wires, RAV will install two (3) cat5e cables from the equipment rack to the closest chairperson position. One of the three cat5e cables will will act as a wired Ethernet solution for the chairperson to connect the (owner provided) laptop to the Sennheiser system for more detailed control of the microphone system, while the other Cat5e cable will provide the interconnected audio communication for the microphones, and the final cat5 cable will be to power the Biamp RED1 controller. In addition, RAV will pull two (2) cat5e cables from the equipment rack to the floor box position for the wired microphones in the center of the floor. These microphones will be able to be connected or disconnected without disrupting the chairperson microphones.

At the equipment rack, RAV will take care not to disconnect the CATV back feed to the Cable head end for live broadcasts. RAV will install the new amplifier, speakers, and the Biamp hardware at the equipment rack and connect all of the necessary interconnects to the system. RAV Technologies will program the Biamp system so that it provides audio support to the room, and the overflow space as needed. Through programming of the RED-1, the end user will be able to control the room amplification speaker system through presets and limited volume control, so that we can prevent feedback in the room.

The miscellaneous materials budget covers the following components: Cabling, rack mounting hardware, speaker mounting hardware, connectors, and any other miscellaneous item that is required to provide you a fully functioning system.

CLIENT RESPONSIBILITIES

Should the user choose to have the ability to have significant control and flexibility over the system, the client needs to provide a laptop that will be able to connect to the Sennheiser microphone system, and install the necessary software to run the system. In addition, a network connection to the sound system will need to be provided, that grants wireless access to the conferencing system. Coordination shall be handled by the IT Manager of the Duluth Public Schools and RAV Technologies.

We appreciate the opportunity to present this proposal. If you have any questions, please do not hesitate to contact me.

Sincerely,

Don Owens
RAV Technologies
2475 Xenium Lane
Plymouth, MN 55441

The above specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Customer name

Customer acceptance signature

AGREEMENT

THIS AGREEMENT made and entered into this 2 day of April, 2012, by and between Independent School District #709, a public corporation, hereinafter called District, and Rodrigo Sanchez-Chavarria an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. This Agreement shall be deemed to be effective as of April 2, 2012, and shall remain in effect until April 30, 2012, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Contractor shall provide the following services:

The contractor will be at East H.S. on April 30 from 8:30 a.m. until 7p.m. presenting to multi classroom groups of World History, Civics, International Studies and Spanish during 1-8th hours at the East H.S. school during the day. The contractor will also be at the Adelante Cultural Center's family night event on the evening of April 30, 2012 performing for approx. 20 min. to the whole community. As a "Palabrista" the contractor will use spoken word and narrative to share background of his homeland of Peru, his personal story of immigration to the U.S.A. and growing up as a Latino immigrant in Minnesota. Through his spoken word art and personal story narrative students, teachers and the community will be exposed to different cultural perspectives and people of different ethnicities.

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$600.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided. TIN Number (SSN#) ~~415-17-0622~~.

4. **Requests for Reimbursement.** Contractor will be paid in the following manner. Payment shall be made by the District in an amount not to exceed \$600 within 30 days of submission of a proper invoice by the Contractor.

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

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

7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on

behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Superintendent, ISD 709, Duluth Public Schools, 215 North 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 (Your Address) 994 oxford st. N. St. Paul, MN 55103.

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

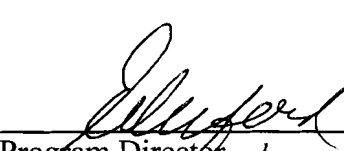
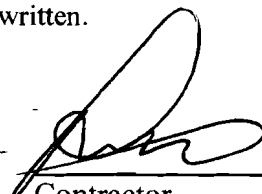
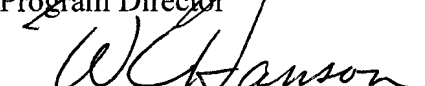
10. Governing Laws. This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

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

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

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

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

 _____ Program Director	4-6-12 _____ date	 _____ Contractor	4-4-12 _____ date
 _____ Director of Business Service	4/10/12 _____ date		

AGREEMENT

THIS AGREEMENT made and entered into this 26 day of March, 2012, by and between Independent School District #709, a public corporation, hereinafter called District, and Jeremy Craycraft an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. This Agreement shall be deemed to be effective as of March 26, 2012, and shall remain in effect until ~~April 30, 2012~~, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Contractor shall provide the following services:

Cultural Music and Dance Presentations at the Adelante Cultural Center's Family Night on April 30th at East HS. The contractors (Cumbia Ensemble) will present "A Journey of Latin American Music and Dance" for 35-40 min. The Cumbia Ensemble is made of music educators who will teach basic rhythms and dance steps to the audience. The presentation will explain the origins of the music styling and dance connections of Latin American regions of South America and the Caribbean. Those in attendance will be exposed to different cultural perspectives and people of different ethnicities.

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$180.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided. TIN Number (SSN#) ~~000-00-0000~~.

4. **Requests for Reimbursement.** Contractor will be paid in the following manner. Payment shall be made by the District in an amount not to exceed \$180 within 30 days of submission of a proper invoice by the Contractor.

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

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

7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Superintendent, ISD 709, Duluth Public Schools, 215 North 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 (your mailing address) 1401 Vermilion Rd, Duluth MN 55812

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



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

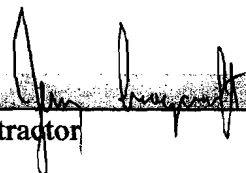
11. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

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

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

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

 4/16/12
Program Director date
 4/19/12
Director of Business Service date

 4/10/12
Contractor date

AGREEMENT

THIS AGREEMENT made and entered into this 26 day of March, 2012, by and between Independent School District #709, a public corporation, hereinafter called District, and Brett Jones an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. This Agreement shall be deemed to be effective as of March 26, 2012, and shall remain in effect until April 30, 2012, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Contractor shall provide the following services:

Cultural Music and Dance Presentations at the Adelante Cultural Center's Family Night on April 30th at East HS. The contractors (Cumbia Ensemble) will present "A Journey of Latin American Music and Dance" for 35-40 min. The Cumbia Ensemble is made of music educators who will teach basic rhythms and dance steps to the audience. The presentation will explain the origins of the music styling and dance connections of Latin American regions of South America and the Caribbean. Those in attendance will be exposed to different cultural perspectives and people of different ethnicities.

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$180.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided. TIN Number (SSN#) Brett Jones . ~~501 70 1766~~

4. **Requests for Reimbursement.** Contractor will be paid in the following manner. Payment shall be made by the District in an amount not to exceed \$180 within 30 days of submission of a proper invoice by the Contractor.

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

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

7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Superintendent, ISD 709, Duluth Public Schools, 215 North 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 (your mailing address) 6903 S. State Rd. 35, Foxboro, WI 54836

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

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

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

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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.

[Signature] 4/16/12
Program Director date

[Signature] 4/19/12
Director of Business Service date

[Signature] 4/5/12
Contractor date

AGREEMENT

THIS AGREEMENT made and entered into this 26 day of March, 2012, by and between Independent School District #709, a public corporation, hereinafter called District, and Melanie Sever an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. This Agreement shall be deemed to be effective as of March 26, 2012, and shall remain in effect until April 30, 2012, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Contractor shall provide the following services:

Cultural Music and Dance Presentations at the Adelante Cultural Center's Family Night on April 30th at East HS. The contractors (Cumbia Ensemble) will present "A Journey of Latin American Music and Dance" for 35-40 min. The Cumbia Ensemble is made of music educators who will teach basic rhythms and dance steps to the audience. The presentation will explain the origins of the music styling and dance connections of Latin American regions of South America and the Caribbean. Those in attendance will be exposed to different cultural perspectives and people of different ethnicities.

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$180.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided. TIN Number (SSN#) 445-244-7

4. **Requests for Reimbursement.** Contractor will be paid in the following manner. Payment shall be made by the District in an amount not to exceed \$180 within 30 days of submission of a proper invoice by the Contractor.

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

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

7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Superintendent, ISD 709, Duluth Public Schools, 215 North 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 (your mailing address) 302-102ND Ave. W., Duluth, MN 55808

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


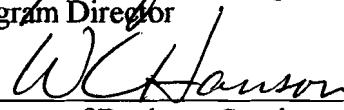
10. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

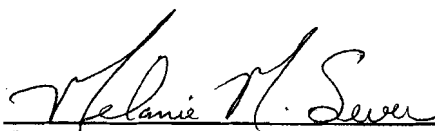
11. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

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

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

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

 4/16/12
Program Director date
 4/19/12
Director of Business Service date

 4/11/12
Contractor date

AGREEMENT

THIS AGREEMENT made and entered into this 26 day of March, 2012, by and between Independent School District #709, a public corporation, hereinafter called District, and Nixon Bustos an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. This Agreement shall be deemed to be effective as of March 26, 2012, and shall remain in effect until April 30, 2012, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Contractor shall provide the following services:

Cultural Music and Dance Presentations at the Adelante Cultural Center's Family Night on April 30th at East HS. The contractors (Cumbia Ensemble) will present "A Journey of Latin American Music and Dance" for 35-40 min. The Cumbia Ensemble is made of music educators who will teach basic rhythms and dance steps to the audience. The presentation will explain the origins of the music styling and dance connections of Latin American regions of South America and the Caribbean. Those in attendance will be exposed to different cultural perspectives and people of different ethnicities.

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$180.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided. TIN Number (SSN#) ~~XXXXXXXXXX~~

4. **Requests for Reimbursement.** Contractor will be paid in the following manner. Payment shall be made by the District in an amount not to exceed \$180 within 30 days of submission of a proper invoice by the Contractor.

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

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

7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Superintendent, ISD 709, Duluth Public Schools, 215 North 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 (your mailing address) 2411 John Ave. Superior WI 54880

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



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


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 4/16/12
Program Director date
 4/19/12
Director of Business Service date

 March 26/12
Contractor date

AGREEMENT

THIS AGREEMENT made and entered into this 26 day of March, 2012, by and between Independent School District #709, a public corporation, hereinafter called District, and Cory Coffman an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. This Agreement shall be deemed to be effective as of March 26, 2012, and shall remain in effect until April 30, 2012, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Contractor shall provide the following services:

Cultural Music and Dance Presentations at the Adelante Cultural Center's Family Night on April 30th at East HS. The contractors (Cumbia Ensemble) will present "A Journey of Latin American Music and Dance" for 35-40 min. The Cumbia Ensemble is made of music educators who will teach basic rhythms and dance steps to the audience. The presentation will explain the origins of the music styling and dance connections of Latin American regions of South America and the Caribbean. Those in attendance will be exposed to different cultural perspectives and people of different ethnicities.

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7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Superintendent, ISD 709, Duluth Public Schools, 215 North 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 (your mailing address) 4213 W 8th St Duluth MN 55807

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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.

[Signature] 4/16/12
Program Director date

[Signature] 4/13/12
Contractor date

[Signature] 4/19/12
Director of Business Service date

AGREEMENT

THIS AGREEMENT made and entered into this 26 day of March, 2012, by and between Independent School District #709, a public corporation, hereinafter called District, and Famela Bustos an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. This Agreement shall be deemed to be effective as of March 26, 2012, and shall remain in effect until April 30, 2012, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Contractor shall provide the following services:

Cultural Music and Dance Presentations at the Adelante Cultural Center's Family Night on April 30th at East HS. The contractors (Cumbia Ensemble) will present "A Journey of Latin American Music and Dance" for 35-40 min. The Cumbia Ensemble is made of music educators who will teach basic rhythms and dance steps to the audience. The presentation will explain the origins of the music styling and dance connections of Latin American regions of South America and the Caribbean. Those in attendance will be exposed to different cultural perspectives and people of different ethnicities.

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Mail 2411 John Ave, Superior WI, 54880

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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.

[Signature] 4/16/12
Program Director date

W. Hanson 4/19/12
Director of Business Service date

Pamela B. Buxton 3-26-12
Contractor date



FACILITIES MANAGEMENT

Independent School District No. 709

Located at 730 East Central Entrance

Mailing Address: 215 North 1st Avenue East

Duluth, Minnesota 55802

Construction Management (218) 336-8907

Maintenance (218) 336-8906

Operations (218) 336-8905

Fax (218) 336-8909

Memorandum

To: Bill Hanson

From: Kerry M. Leider *Kerry M. Leider*

Date: April 18, 2012

Re: Facilities Management SchoolDude Preventive Maintenance Implementation Consulting Services – BLB Consulting, LLC

Attached are two (2) copies of the Agreement between Independent School District #709 and BLB Consulting, LLC for consulting services to provide training and assist with the district-wide system set-up and implementation of the preventive maintenance procedures. The total estimated cost of these services is \$9,390.00.

I am recommending approval of the agreement with BLB Consulting, LLC. After review and if you concur, please sign both copies of the Agreement and return them to the Facilities Management office for processing.

Attachments

December 28, 2011

David Spooner
Supervisor of Maintenance & Construction
Duluth Public Schools
215 North 1st Avenue East
Duluth, MN 55802

Dear David:

BLB Consulting, LLC proposes to provide consulting services to Duluth Public Schools to assist with the implementation of their SchoolDude facility management system.

Scope of Services

- System setup, 140 pm procedures input and 8 hrs of staff training for the SchoolDude PMDirect module.
- System setup, data entry of approximately 1,900 pieces of equipment (average of 100 per elementary, 200 per middle school and 300 per high school.) Categories and lists of assets will be discussed with district.
- Equipment assigned to the proper pm procedure.
- PM procedures assigned to the correct location and technician.
- PM procedures set for the intervals determined by the district.
- An implementation schedule with timelines, milestones and responsible parties.
- Other facilities management and planning services as requested within the stated timeframe and budget.
- This proposal will include services for the buildings listed below

Congdon Park
Elementary School
Homecroft
Elementary School
Lakewood
Elementary School
Laura Macarthur
Elementary School

Lester Park
Elementary School
Lowell Elementary
School
Nettleton School
Piedmont
Elementary School
Stowe Elementary
School

Morgan Middle
School
Woodland Middle
School
Denfield High School
East High School
ALC/Unity High School

Final Product

Between January 1, 2012 and July 31, 2012 BLB Consulting, LLC will provide the district with the following deliverables.

- Input of 10 preventive maintenance procedures for each of the buildings listed above. This equals 1,400 preventive maintenance procedures.
- Input of 1,900 assets into the district’s preventive maintenance programs.
- Two on-site visits, each 4 hours in length, focusing on implementation and training.
- A customized implementation schedule with timelines, milestones and responsible parties.
- Other facilities management and planning services as requested within the stated timeframe and budget.

Fee Proposal

BLB Consulting, LLC proposes to provide these services utilizing the most appropriate staff for each task.

Hourly Billing Rates

Sr. Project Manager	\$105 per hour
Project Manager	\$85 per hour
Assistant Project Manager	\$65 per hour
Data Entry – Level 1	\$45 per hour
Data Entry – Level 2	\$30 per hour
Data Entry – Level 3	\$25 per hour

The services proposed will be completed on a time and materials basis not to exceed

SchoolDude Equipment Data Entry	\$5,920.
SchoolDude Preventive Maintenance Procedures Setup	\$3,470.
Total Package Cost	\$9,390

If this proposal reflects your understanding of the services to be provided by BLB Consulting, LLC, please sign and return a copy to our office. If you have any questions regarding this proposal please contact Brian Boelter at 612-599-7639.

Brian Boelter

 Brian Boelter, BLB Consulting, LLC

12-28-2011

Date

W. Hanson

 Authorized Signature for Duluth Public Schools

4/19/12

 Date

AGREEMENT

THIS AGREEMENT made and entered into this 12 day of April, 2012, by and between Independent School District #709, a public corporation, hereinafter called District, and
Name Carlo Guerra an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. This Agreement shall be deemed to be effective as of April 12, 2012, and shall remain in effect until April 30, 2012, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Contractor shall provide the following services:

The contractor will DJ the dinner and Latin Dance lessons and music for the Adelante Cultural Center's 2012 Fiesta Latina. The contractor will present music from 6:00 p.m. to 8:00 p.m. on Monday, April 30, 2012. Through this music presentation students, families and the community will be exposed to different cultural perspectives and people of different ethnicities.

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$150.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided. TIN Number (SSN#) ~~XXXXXXXXXX~~

4. **Requests for Reimbursement.** Contractor will be paid in the following manner. Payment shall be made by the District in an amount not to exceed \$150 within 30 days of submission of a proper invoice by the Contractor.

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

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

7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Superintendent, ISD 709, Duluth Public

Schools, 215 North 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 (Your Address) ~~1000 1st Ave~~ 2232 Livingston Ave
Duluth MN 55803

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

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

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

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

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

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

Jelenequell 4-26-12
Program Director date

W. K. Hanson 4/30/12
Director of Business Service date

Carlos G. 4-26-12
Contractor date

AGREEMENT

THIS AGREEMENT made and entered into this 12 day of April, 2012, by and between Independent School District #709, a public corporation, hereinafter called District, and Name Sarra Vinnik an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. This Agreement shall be deemed to be effective as of April 12, 2012, and shall remain in effect until April 30, 2012, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Contractor shall provide the following services:

The Contractor will perform one routine of salsa dance lasting between 4-6 minutes, with a partner, as part of the performances for the Adelante Cultural Center's 'Fiesta Latina' on April 30th, 2012. The contractor will also provide salsa dance instruction after the dinner and involve those in attendance to dance salsa for one hour. Through this salsa dance performance and instruction the community will be exposed to different cultural perspectives and people of different ethnicities. (\$150.00)

The contractor will provide a Latin Dance Residency during the Adelante Cultural Center's Summer Program at Lowell Elementary. The contractor will meet with students twice a week for 3 weeks in the month of June. During this residency Students will learn the history and cultural background of various Latin Dance styles as well as a routine to present to their families and friends at the end of the program. Through this Latin Dance Residency the students will be exposed to different cultural perspectives and people of different ethnicities. (\$500.00)

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$150 (April 2012) and (\$500 June 2012). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided. TIN Number

(SSN#) ~~XXXXXXXXXX~~

4. **Requests for Reimbursement.** Contractor will be paid in the following manner. Payment shall be made by the District in an amount not to exceed \$150 (April) and (\$500 June) within 30 days of submission of a proper invoice by the Contractor.

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

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and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

7. Relationship. It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

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Mail (Your Address) 113 1/2 W 1st St. Apt. 201
Duluth, MN 55802

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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.

[Signature] 4-26-12
Program Director date

W. K. Hanson 4/30/12
Director of Business Service date

Sara Pimuk 6-18-12
Contractor date



Givens School Residency Agreement 2011-2012

The Givens Foundation for African American Literature is pleased to enter into a residency agreement with Duluth School District for the ~~2010-2011~~ school year. The following is an agreement with The Givens Foundation and Duluth School District, 215 N 1st Avenue East Duluth, MN 55802, defining the specifics arrangements of your residency, expectations, and payment requirements.

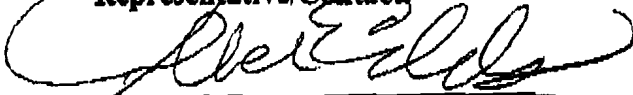
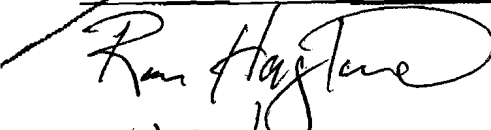

Residency Dates: Morgan Park - April 30-May 4 and Nettleton -May 14-18, 2012
Assigned Residency Artist Danielle Daniels
Duration: 40 hours
Cost: Discounted cost of \$3,750.00

As a partner with the Givens Foundation, your participation in a Givens residency will include:


- Prior to scheduled residency, meeting w/literary artist to establish goals, objectives, and activities of classroom residencies. Conference call April 20
 - Remaining present and providing classroom management during the residency and supporting of the collection of student works or student participation in residency events
 - Completing and returning residency reports and providing pre and post-residency feedback to Givens Education Coordinator
- Givens will provide:
- Artist to facilitate leading 2-4 classes of high school students in residencies utilizing the Book Units and including poetry unit.
 - Student presentations will occur at the end of each residency.

Funding for these residencies is made possible through a grant. We look forward to partnering with you in enriching the literary skills, promoting self-expression, and increasing access to African American literary resources for your teachers, students and families.

**Authorized Duluth Schools
Representative/Contact:**

Givens Foundation Representative:



 Arleta Little, Executive Director

Contact Givens Foundation with questions at education@givens.org

PATRICK COLVIN

3906 Brian Rd
Duluth, MN 55803-1336
T (218) 343-5675
patrick.colvin@gmail.com

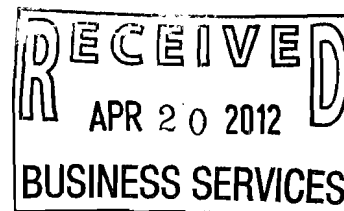
CONTRACT

Date: 04/18/2012

Bill to:

DULUTH PUBLIC SCHOOLS

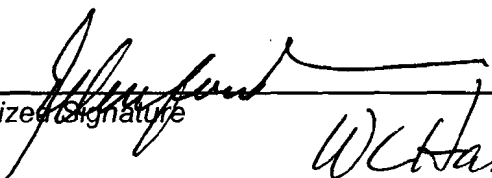
c/o Deborah Devaney
Morgan Park Middle School Choir Program
1243 88th Ave W
Duluth, MN 55808
(218)626-4516 ext. 131
deborah.devaney@duluth.k12.mn.us



Description of Services	Start Date	End Date!	Hourly Rate
Professional Services Rendered Piano accompanist for rehearsals/concerts	04/30/2012!	06/07/2012	\$25.00

INVOICE WILL BE PROVIDED UPON COMPLETION OF CONTRACT

Please sign and date below and return to Patrick Colvin, cc Deborah DeVaney

Authorized Signature  Date 7/26/12
W. Chanson