

AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of July, 2011, by and between Independent School District #709, a public corporation, hereinafter called District, and Jason Rauner, 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 July 1, 2011, and shall remain in effect until June 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. **Performance.** Consulting services related to IFAS and other database systems.
3. **Background Check.** NA – Recent District employee.

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 \$ 3,000.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by the District 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. **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 Technology, 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, 5710 Ogden Avenue, 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. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

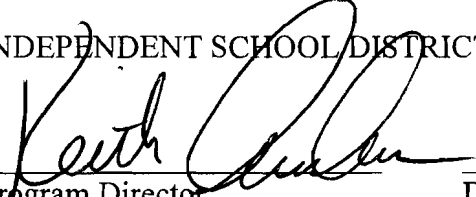
11. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

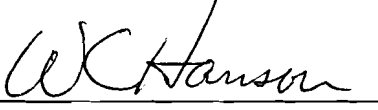
12. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

13. **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.


14. **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.

INDEPENDENT SCHOOL DISTRICT NO. 709


Program Director Date


Director of Business Service 7/26/11
Date

CONTRACTOR


Jason Rauner 20 July 11
Date



**Subscriber Agreement ("Agreement")
made 07/12/2011 between Clearvue & SVE, Inc. ("Clearvue") and
DULUTH IND SCHOOL DISTRICT 709, MN ("Subscriber")**

- Clearvue grants to Subscriber, and the educators, administrators, and students (collectively, "Users") enrolled in the school(s) listed in Exhibit A hereto (the "Community") a limited, non-exclusive, terminable, non-transferable license to access *PowerMediaPlus* via the website currently at www.powermediaplus.com, or by any other means on which the parties may agree, and to use *PowerMediaPlus* as set forth in the Terms of Use located at <http://www.powermediaplus.com/termsOfUse.asp>, as Clearvue may revise such Terms of Use from time to time (the "*PowerMediaPlus* Terms of Use").

In addition, if Subscriber chooses below to add Discovery Education Science, Discovery grants to Subscriber and Users in the Community a limited, non-exclusive, terminable, non-transferable license to access *Discovery Education Science* via the website currently at <http://science.discoveryeducation.com>, or by any other means on which the parties may agree, and to use *Discovery Education Science* as set forth in the Terms of Use located at <http://science.discoveryeducation.com/sitenew/index.cfm>, as Discovery may revise such Terms of Use from time to time (the "*Discovery Education Science* Terms of Use").

- The "Term" shall be 08/16/2011 through and including 08/15/2012.
- The pricing for this license (the "Fees") shall be as follows:

PowerMediaPlus

Quantity	Description	Price/Year	Discounted Price/Year	Total
2	<i>PowerMediaPlus</i> High School License	\$1,150.00	\$825.00	\$1,650.00
11	<i>PowerMediaPlus</i> Elementary/Middle School License	\$835.00	\$527.00	\$5,797.00
	AIMS Video Package	\$520.00	n/a	
	PBS Video Package	\$525.00	n/a	
	Total			\$7,447.00

Discovery Education Science

Quantity	Description	Price/Year	Discounted Price/Year	Total
	<i>DE Science</i> Middle School License - Gr 6 to 8	\$1,995.00	n/a	
	<i>DE Science</i> Elem School License - Gr K to 5	\$1,695.00	n/a	
	Total			

**The Fees are non-cancellable and are due and payable to Discovery as follows:
\$6,205.83 due no later than 09/16/2011
\$1,241.17 due no later than 08/01/2012**

- All other terms and conditions governing this license shall be as set forth in the Terms of Use, and this Agreement together with the Terms of Use constitute the complete and exclusive terms of the agreement between the parties regarding the subject matter and supersedes all other prior and contemporaneous agreements or communications with respect to the subject matter hereof. There shall be no modifications to this Agreement unless they are in writing, and signed by both parties. In the event of a direct conflict between the terms of this Agreement and the terms of the then-current Terms of Use, the terms of this Agreement shall control.



5. Subscriber represents and warrants that Subscriber has all necessary authorization to provide to Clearvue any information it provides through Clearvue services. Consent is required for the collection, use and disclosure of personal information obtained from children through certain online services, and to the extent required, Subscriber consents to Clearvue's collection and use of such information in the course of providing such services to Subscriber as described in Clearvue's Privacy Policy.
6. Clearvue understands that government entities may be required to disclose information pursuant to applicable open records acts. Prior to any such disclosure, Subscriber shall make any claim of privilege that may be applicable to prevent such disclosure and shall give Clearvue prior notice and a reasonable opportunity to resist such disclosure. In all other respects, all provisions of this Agreement ("Confidential Information") shall be kept strictly confidential by Subscriber and may not be disclosed without prior written consent, except for any disclosure required by any order of a court or governmental authority with jurisdiction over Subscriber.
7. Subscriber certifies that Subscriber is exempt from all federal, state, and local taxes and will furnish Clearvue with copies of all relevant certificates demonstrating such tax-exempt status within 30 days of the execution hereof.
8. This Agreement contains the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein and supersedes all prior understandings between the parties relating to the subject matter herein.

DULUTH INDIAN SCHOOL DISTRICT 709

By: *Bill Hanson*
(Signature Required)

Title: CFO

Printed Name: BILL HANSON

Date: 7/20/11

CLEARVUE & SVE, INC.

By: _____

Title: _____

Printed Name: _____

Date: _____

DISCOVERY EDUCATION, INC.
(for Discovery Education Science)

By: _____

Title: _____

Printed Name: _____

Date: _____

RETURN THE ATTACHED EXHIBIT A WITH THIS SIGNED AGREEMENT TO FAX NO. 240-662-8741

Billing Entity: _____

Billing Entity Address: _____

Billing Entity Phone Number: _____

Ref. No. 06UJ9C0011TP

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL NOT BE BINDING ON DISCOVERY EDUCATION, INC., OR ANY OF ITS AFFILIATES, UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR BOTH SUBSCRIBER AND DISCOVERY EDUCATION, INC. (OR ITS APPLICABLE AFFILIATE).



EXHIBIT A
LICENSED SCHOOLS

POWERMEDIAPLUS SCHOOL INFORMATION REQUIRED				PLEASE SELECT THE UPGRADE OPTION(S) BY CHECKING THE APPROPRIATE PRODUCT BOXES FOR EACH LICENSED SCHOOL		
LICENSED SCHOOLS	ADDRESS	GRADE LEVELS	# OF STUDENTS	AIMS MEDIA PACK	PBS MEDIA PACK	DE SCIENCE
CONGDON PARK ELEMENTARY SCHOOL	3116 E SUPERIOR ST DULUTH, MN 55812	K - 05	524			
DENFELD SENIOR HIGH SCHOOL	401 N 40TH AVE W DULUTH, MN 55807	09 - 12	1,034			
EAST SENIOR HIGH SCHOOL	301 N 40TH AVE E DULUTH, MN 55804	09 - 12	1,273			
HOMECROFT ELEMENTARY SCHOOL	4784 HOWARD GNESEN RD DULUTH, MN 55803	K - 05	350			
LAKEWOOD ELEMENTARY SCHOOL	5207 N TISCHER RD DULUTH, MN 55804	K - 05	306			
LAURA MACARTHUR ELEM SCHOOL	727 N CENTRAL AVE DULUTH, MN 55807	K - 05	458			
LESTER PARK ELEMENTARY SCHOOL	5300 GLENWOOD ST DULUTH, MN 55804	K - 05	324			
LOWELL ELEMENTARY SCHOOL	2000 RICE LAKE RD DULUTH, MN 55811	K - 05	517			
MORGAN PARK MIDDLE SCHOOL	1243 88TH AVE W DULUTH, MN 55808	06 - 08	464			
NETTLETON MAGNET ELEM SCHOOL	108 E 6TH ST DULUTH, MN 55805	K - 05	397			
PIEDMONT ELEMENTARY SCHOOL	2827 CHAMBERSBURG AVE DULUTH, MN 55811	K - 05	222			
STOWE ELEMENTARY SCHOOL	715 101ST AVE W DULUTH, MN 55808	K - 05	380			
WOODLAND MIDDLE SCHOOL	201 CLOVER ST DULUTH, MN 55812	06 - 08	650			

Please add additional pages as necessary

RETURN THE ATTACHED EXHIBIT A WITH THIS SIGNED AGREEMENT TO FAX NO. 240-662-8741

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL NOT BE BINDING ON DISCOVERY EDUCATION, INC., OR ANY OF ITS AFFILIATES, UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR BOTH SUBSCRIBER AND DISCOVERY EDUCATION, INC. (OR ITS APPLICABLE AFFILIATE).

PURCHASE OF SERVICE AGREEMENT
LOCAL COLLABORATIVE TIME STUDY FUNDING

THIS AGREEMENT, by and between **THE GOVERNING BOARD OF THE SOUTHERN ST. LOUIS COUNTY FAMILY SERVICE COLLABORATIVE**, 1701 N. 9th Avenue, Virginia, MN 55792 (hereinafter referred to as the "Governing Board") and **DULUTH SCHOOLS** (hereinafter referred to as "Provider") 215 North 1st Ave. East, Duluth, MN 55802, for the period specified below.

W I T N E S E T H:

WHEREAS, the Governing Board administers the Local Collaborative Time Study (LCTS) and receives reimbursement from the federal government for the purpose of expanding prevention and early intervention services to families and children;

WHEREAS, the Governing Board, passed a motion authorizing the expenditures for the Truancy Action Project;

WHEREAS, the Provider meets the training and experience requirements for desired services requested by the Governing Board; and

WHEREAS, the Governing Board wishes to purchase such services from the Provider;

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth, the Governing Board and the Provider agree as follows:

1. Services to be Purchased and Effective Dates of Service

A. The Governing Board agrees to purchase and the Provider agrees to furnish the following Services:

Early Childhood Mental Health Consultation Services

The effective dates of this agreement will be July 1, 2011 – June 30, 2012.

See **Attachment A, Section I**, for details

2. Cost of Services

A. Cost of Services shall be as follows:

Total reimbursement for the project shall not exceed: **\$13,566**

See **Attachment A, Section II**, for details

3. Payment Process

The Governing Board will direct the Social Services Department of St. Louis County, as fiscal agent, to issue a payment, as requested by the Provider, the total amount not to exceed that specified in 2A. It will be considered a fee for service payment model.

4. Conditions of the Parties' Obligations

- A. Maintenance of Effort: Funds must not be used to supplant or replace existing funds.
- B. Reporting: The Provider will issue an evaluation report annually and include the services provided during the reporting period and progress made on meeting the contracts' goals. These reports will be provided to the Director of the Southern St. Louis County Family Service Collaborative by the dates requested.
- C. The Governing Board, or its duly authorized designee, shall have access to records at reasonable hours in order to exercise the right to monitor the services provided. The Provider's conduct of the service is subject to audit at their (Provider) expense by the Governing Board or its duly authorized designee. This would occur only if there was reason to believe inappropriate service and/or conduct existed.
- D. Outcomes:
The Provider agrees to track indicators, target goals, and performance during the period of the Agreement and discuss the Provider's contribution to these outcomes in the bi-annual reports.
- E. Each party agrees to cooperate fully with each other in the development and implementation of services.
- F. In the event of changes in Legislation or new guidelines by the State, each party agrees to renegotiate any terms and/or conditions within this Agreement that would be effected and in need of change to reflect the new legislation or guidelines.

5. Subcontracting and Assignment

The Provider shall not enter into subcontracts or assignment of any of the work contemplated under this Agreement without written approval of the Governing Board. All subcontracts or assignments shall be subject to the requirements of this Agreement. The Provider shall continue to be responsible for the performance of the obligations of this Agreement despite any subcontract or assignment.

6. Mutual Indemnification

Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants, or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.

7. Cancellation, Default and Remedy

- A. This Agreement shall continue in effect until terminated by either party, with 30 days advance, written notice delivered to the other party at the address provided on the first page of this Agreement.
- B. If a deficiency sufficient to cause cancellation of the Agreement is determined to exist by the Governing Board, the Governing Board will send a written notice to the Provider. The notice shall detail the deficiency and request a written response from the Provider to the Governing

Board within ten (10) working days describing methods used to correct the deficiency. If a response is not received within the ten (10) working days, the Agreement will be cancelled immediately.

- C. Waiver of any default shall not be deemed to be a waiver of any subsequent defaults. Waiver of breach of any provision of this Agreement shall not be considered to be a modification of the terms of the Agreement unless stated to be such in writing, signed by an authorized representative of the Governing Board.
- D. In the event of cancellation of this contract, the Provider will return to the Collaborative the balance of funds received and not expended.

8. Data Privacy

The Provider agrees to comply in all respects with the Minnesota Government Data Practices Act. Minn. Stat. Chapter 13 and further agrees to comply with any requests of the Governing Board that are necessitated by the Governing Board's obligation under said Act.

9. Single Instrument, Legality

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiation between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Provider and the Governing Board relating to the subject matter hereof.

The provisions of this Agreement are severable. If a Court of Law holds any paragraph, section, subdivision, sentence, clause or phrase in this Agreement to be contrary to law or contrary to any rule or regulation having the force and effect of law, such ruling shall not affect the remaining portion of the Agreement. However, upon the occurrence of such event, the parties shall immediately meet to negotiate a revised Agreement that does not violate the above-referenced ruling.

10. Compliance with Laws

The Provider shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the Provider is responsible.

In WITNESS WHEREOF, the parties have executed this Agreement.

DULUTH PUBLIC SCHOOLS
ISD # 709

GOVERNING BOARD:
Family Service Collaborative
Southern St. Louis County

Name: W. K. Hanson

Name: Bob Brytdahl

Its: Board Chair Cfs

Its: Board Chair

Date: 7/14/11

Date: _____

ATTACHMENT A

I. Description of Service to be provided

We propose to allot 2 hours per week to School Readiness and Early Childhood Family Education, 4 hours per week to Head Start and 10 hours over the period of the grant specifically for training staff on managing difficult behaviors individually and within the context of classroom.

This new focus on building capacity would be achieved by providing targeted trainings to early childhood staff followed with individual coaching to fully implement effective strategies that build individual staff capacity.

II. Line Item Budget

Category	Amount Requested From Collaborative	Agency Contribution	Total Budget
Contracted Services	\$13,566	69,312	82,878
Travel/Mileage			
Parent Involvement Activities			
Equipment/Supplies			
Miscellaneous			
TOTAL	\$13,566	\$69,312	\$82,878

AGREEMENT

THIS AGREEMENT made and entered into this 22nd day of June, 2011, by and between Independent School District #709, a public corporation, hereinafter called District, and 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 June 24, 2011, and shall remain in effect until June 29, 2011, 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:

- A. Ojibwa language instruction for ISD 709 students participating in an immersion language program sponsored by the Fond du Lac Reservation,
- B. Support service to other language instructors,
- C. Modeling of language conversationally with other structures and participants,
- D. Pronunciation guidance for new language speakers,
- E. Cultural guidance for participants in the immersion Project.

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 \$ 1600.00 (sixteen hundred dollars) for up to four (4) days work throughout the language immersion project. Contractor is to understand that each service day may exceed 12 hours throughout the language immersion project. 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 ~~473-73-2203~~.

4. **Requests for Reimbursement.** Contractor will be paid in the following manner. Payment by the District will be made in the amount of \$1600.00 (sixteen hundred dollars) upon the completion of the language immersion project and submission of invoice by the Contractor to the Office of Education Equity.

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: Ricky Defoe
704 Ishpeming Road
Cloquet, MN 55720

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.

For ISD 709:

Ron Hagland 6-8-11
Program Director date

W. Chawson 7/11/11
Director of Business Service date

For Contractor:

Ricky W. Defoe 06/08/11
Contractor date