Contract Agreement

This Agreement, made and entered into this October 15, 2018 and between Independent School District #709, a public corporation, hereinafter called District, and Critical Questioning LLC, Michael V. Walker, and independent contractor, hereinafter called Contractor.

The purpose of the agreement is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

- 1. **Dates of Service**. This Agreement shall be deemed to be effective as of October 15, 2018 and shall remain in effect until June 30, 2019 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. (Provide A separate page detailing a description of the programs of services to be performed by contractor, as well as the funding source for payment.)
- 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 \$5,000. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
- 4. Requests for Reimbursement. Contractor shall request reimbursement on a monthly basis, using either the District Invoice OR the contractor's official invoice. This invoice must be submitted within 10 days of the end of the period being billed for.
- 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. 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.
- 7. 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 William Gronseth, Superintendent of States Mail care of William Gronseth, Superintendent of States Mail Public Schools, 215 N. 1st Ave. E. Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Critical Questioning LLC, Michael W. Walker 5825 91St Crescent North Brooklyn Park, MN 55443.

- 8. 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.
- 9. **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.
- 10. 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.
- 11. 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.
- 12. 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.
- 13. Insurance. (If applicable)

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 #709	Contractor
Chair Clerk	Critical Questioning LLC, Michael V. Walker Name/Signature Michael V. Walker Name/Signature Independent Contractor Title CEO/ Founder Date October 24, 2018
Program Director Der Held Othun Euser	81-3106456 ANDARY MEUNINESSION (VARIANCE)
Superintendent of ISD709 CFO Date	<u>Cx 1 2 9, 2 3, 8</u>
Program Budget Code: Pl Dente	-211-215-317-000 130500 ld Discretionary Comp Ed

Walker Bio

Michael Walker brings a career focus on youth development and assisting black youth to achieve success. He earned his undergraduate degree in physical education from Southwest Minnesota State University and his master's degree in counseling from the University of Wisconsin – River Falls as well as his Administrative License from St. Cloud State. From 1998 to 2006, Walker served in many capacities within the Twin Cities YMCA's finishing as a Senior Program Director, where he developed programs for social, academic, athletic and employment skills for youth. Walker worked as a career and college center coordinator for AchieveMpls at Roosevelt High School from 2006 to 2009 before serving Minneapolis Public Schools as Roosevelt's dean of students from 2009 to 2011 and then moved into the role as assistant principal from 2011 to 2014. He has taken on being the Director for the Office of Black Male Student Achievement for the past 3 years, where his sole responsibility is changing academic outcomes for Black Males who attend Minneapolis Public Schools. Recently he has been consulting with local districts and across the country to provide a framework and professional development workshops around supporting Black Males. He has also been distinguished as a 2017 Bush Fellow recipient, which he will use to further his leadership and expertise. Walker is an Unapologetic Advocate for Black Male students and works towards reducing the belief gap in the area's schools.

Corey Yeager, MA, LMFT PhD Candidate, University of Minnesota Department of Family Social Science

Corey Yeager is a Licensed Marriage and Family Therapist, focusing his therapeutic practice on serving the African American community, from which he comes. Yeager holds a Bachelors degree in Psychology from Metropolitan State University, a Masters of Art degree in Marriage and Family Therapy from Argosy University and a PhD from the University of Minnesota, within the Department of Family Social Science. His research emphasis centers on better understanding the plight of African American relationships, while educating service providers to utilize the family system context to facilitate meaningful change in the lives of their clients.

Corey has engaged a wide-range of clientele in his therapeutic endeavors. As a school-based mental health provider, Yeager worked tirelessly as a therapist in the Hennepin County Juvenile Detention center, through the Minneapolis Public Schools. In this work Yeager employed an eclectic style of therapeutic orientations, as to cater his therapy to the unique needs of students and families. His cornerstone mode of therapy is steeped in Trauma-based/informed care. Allowing the students and the families from which they come to remain the experts in their lives. Corey operates his organization, HarmonyRoad, LLC, within a number of Minneapolis Public School sites as well as a burgeoning practice in the St. Paul Public School system.

In his current role as the Educational Equity Coordinator, for the Office of Black Male Student Achievement, within the Minneapolis Public Schools, Yeager is unwavering in his assault on the "perceived" achievement gap for African American males. He believes that African American males do not face an achievement gap but rather a relationship and opportunity gap.

Yeager continues to broaden his research interest by working to develop and support teachers through professional development and the support of educators in their development and maintenance of culturally relevant pedagogy. Corey sees this two-pronged approach of working both individually and in group therapeutic settings with students and families, while working to undergird teachers with the pedagogical tools they need to best serve their students.

Finally, Corey works diligently to facilitate the advancement of meaningful dialogue surrounding the subject of race and racism. It is in this culminating work that he finds his passion. Yeager has done a vast array of facilitating these "courageous conversations" across the country, finding his way from Albany, New York to NYU to Fridley, Minnesota working in school systems to assess and address the climate and culture of these large systemic spaces.

Critical Questioning Consulting, LLC



Michael V. Walker 5825 91st Crescent North Brooklyn Park, MN 55443 Phone 612-387-0335

DATE: 10/29/2018

TO:

Tonya M. Sconiers Principal Denfeld High School 218-336-8830 FOR: Consulting Services P.O. #

HOURS	RATE	
4		

Contract Agreement

This Agreement, made and entered into this Sept 24, 2018 and between Independent School District #709, a public corporation, hereinafter called District, and Joan Sargent, and 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:

- Dates of Service. This Agreement shall be deemed to be effective as of September 24, 2018 and shall remain in effect until June 30, 2019 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. (Provide A separate page detailing a description of the programs of services to be performed by contractor, as well as the funding source for payment.)
- 3. Background Check. (applies to contractors working independent with students)

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

- 4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$7,300. 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. Contractor shall request reimbursement on a monthly basis, using either the District Invoice OR the contractor's official invoice. This invoice must be submitted within 10 days of the end of the period being billed for.
- 6. Propriety of Expenses. The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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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. Participant inventory results shall remain confidential to contractor and individual participants.

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Superintendent William Gronseth, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 2817 Jefferson St. Duluth, MN 55812.

- 11. Assignment. Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.
- 12. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.
- 13. Geverning Laws. This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.
- 14. Entire Agreement. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

- 15. Cancellation. Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.
- 16. Data Practices. Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.
- 17. Insurance. (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

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

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

Jan Dax to	,	9.74-19
Contractor Signature J	SSN/Tax ID Number	Date 9/24/18
Program/Director		Date

Please note: All signatures must be obtained AND the following must be completed by Program Director before submission to the CFO for review and approval. This contract is funded by the following budget (include full 16 digit code):

01	211	215	317	000	130500
XX	XXX	XXX	XXX	XXX	XXXXXX

CFO/Superintendent of Schools/Board Chair Date

'rch

Joan Sargent, Independent Contractor

Program Services

Phase One

Facilitate organizational meetings with DHS administration and support staff

Create participant list; make adjustments as needed

Draft communication letter to staff and subsequent invite

Provide orientation session for participants

Reserve retreat location

Arrange for food and beverages

Administer Intercultural Development Inventory

Schedule feedback sessions for participants with QA's

Provide individual IDI feedback sessions for cohort participants

Order Intercultural Conflict Survey

Administer DiSC Workplace Survey for participants

Generate group IDI and DiSC profiles

Order supplies

Create spreadsheet to track inventory completion and IDI feedback

Send follow up communications re: logistics to participants

Create agenda for 2 1/2 day retreat

Prepare handouts for participant/print shop

Prepare facilitators schedules

Assemble binders for participants

Administer formative evaluation

Ongoing email support with administration, support staff & participants

Facilitate 2 ½ day retreat with 19 cohort members

Phase Two

Summarize results from formative evaluation- session 1

Provide email support to retreat participants

Facilitate meetings with co-facilitator/teacher leaders to design part 2

Develop content for session 2

Create, assemble and arrange printing for handouts for session 2

Confirm location for session 2

Create certificate of attendance for participants

Facilitate two day retreat

Administer final evaluation



2019 Imagine 8.5x11 Contract

2880 U.S. Hwy, 231 S. Lafayette, IN 47909-2874 Phone: (800) 705-7526

Fax: (765) 471-8874

School Lester Park Elementary 5300 Glenwood St Duluth, MN 55804

Administrator Ms Susan Lehna, Principai Phone: (218) 336-8875 Fax: (218) 336~8879

Contact Ms. Tracy Thompson, Administrative Assistant

Phone: (218) 336-8875 x 2652 Cell/Summer Number: Email: tracy.packingham@isd709.org

Date: 9/25/2018 Sales Rep. Matt Bizal

mattbizal@schooldatebooks.com CSR: Mallory Huffer mallory@schooldatebooks.com

Billing and Shipping

Bill To

PO#: Lester Park Elementary Ms Tracy Thompson 5300 Glenwood St Duluth , MN 55804 United States

Ship To

thempson Lester Park Elementary Ms Tracy Thompson 5300 Glenwood St Duluth , MN .55804 United States

Desired Delivery Date: 8/22/2019 Earliest Delivery Date: 93/14

No deliveries prior to 5/1/2019. To ensure on-time delivery, we will ship 7-10 days before your Earliest Delivery Date (EDD), if all deadlines are met. It is possible that your books may arrive before your Desired Delivery Date (DDD). Please take this into account when selecting your dates and make sure the facilities

Product Imagine 8,5x11	# Books 95	#Pages	Cost/Book \$2.09		Base \$198	
Discounts *Discounts do not app	oly to three-year contracts	-				
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4% Discount for contracts received	red by 10/19/18*		\$198,55	X	0.00	\$0.0
3% Discount for contracts receive	/ed by 12/14/18*	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	\$198.55	. x	0.00	\$0.0
2% Discount for contracts received	red by 4/5/19*		\$198.55	× ×	0.00	\$0.0
1% School District Discount		.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	\$198.55	X	0.00	\$0.0
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Plastic Window	Artistic designs on PolyFusion™. School	ci mama will appear if bonds all in -				
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	Inspiration Inspiration		SE			
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Standard Cardstock	Durable cardstock covers in your choic		\$0.00	×	0	\$0.0
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Vinyl pocket page	will mear a per book emancement ree	г, типинштв арру				
Stickers (per sheet)			\$0.30	×	95	\$28.5
Card-stock half pass			\$0.30 \$0,20	×	0	\$0.0
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Wall chart						
			\$5.00	х	0	\$0.0
This Week Marker (Minimum ord			\$0.20	Х	0	\$0.0
Teacher Lesson Plan and Grade E			\$3,95	×	0	\$0.0
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	ct, Trust, Ambition, Caring, Citizenship,		\$19,99	Х	0	\$0.0
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	et, Trust, Ambition, Caring, Citizenship	o, Responsibility)	\$19.99	Х	0	\$0.0
inhancement Fee						
Orders <250 will incur a per boo	k enhancement fee; minimums apply		\$0,25	x	95	\$23,7
			Sub-	Total*		\$293.55
Shipping and Handling: 12% , M	inimum \$25, Rate applies to contiguou	s US/Canada only, Int'l rates may v	IFV.	***************************************		\$35.2
Sales Tax: Exempt#: 8014301				***************************************		\$0.0
* Net 30 (Net due within 30 of Sales tax will be added if a			Tata	(USD)		\$328.78
* Exchange policy: Custom orde						

oesired delivery date. Failure to follow these guidelines may result in delivery delays and/or additional costs to the Buyer understands that datebook and cover change requests after submission may result in additional costs and that quantity changes may result in a different per unit cost. Redelivery fees may apply if buyer is unable to accept delivery during the agreed upon delivery window. Cancelled contracts will be subject to a charge of 15% of the contract total or the total of all costs incurred as of the date of cancellation, whichever is greater. Buyer understands that when purchase orders are required, the buyer will be collect the balance due. Buyer represents and warrants to SDI. In the event that invoices are not paid when due, Buyer will be responsible for any expenses, including reasonable legal fees, incurred by SDI in attempt to collect the balance due. Buyer represents and warrants to SDI that it owns or has the right to use and reproduce any and all trademarks, logos, images or other materials reproduced in this produc. Buyer will be responsible for securing any required licenses and/or paying any and all including any and all trademarks, logos, images or other materials reproduced in this product. Buyer will be responsible for securing any required licenses and/or paying any and all illensing fees that may be due. Buyer agrees to Indemnify and hold SDI harmless from and against any and all liability related to the use and to the completion of the contract.

In the event that an Item on this contract is impacted by tariffs, SDI may impose a surcharge in the amount of the tariff. SDI will notify you if your order will be impacted

One-	Year	Contrac	t

We agree to purchase datebooks from School Datebooks for the year of 2019-2020.

Three-Year Contract

We agree to purchase datebooks from School Datebooks for the years of 2019-2020, 2020-2021, 2021-2022 at a 4% discount per year. The three year contract also "locks" into our current price grid for the length of the contract.* (*Shipping rate subject to change after initial year.)

Signed (School Administrator)

LETTER OF AGREEMENT

February 13, 2018

Jen Larva Nueva Vision Spanish Immersion - Lowell Elementary School 2000 Rice Lake Road Duluth, Minnesota 55811



AMITY INSTITUTE

Dear Jen Larva,

This letter is to confirm arrangements made between Nueva Vision Spanish Immersion - Lowell Elementary School (hereinafter "Host School") and Amity Institute (hereinafter "Amity") for Host School's participation in the Amity Intern Program, designated by the U.S. Department of State as an exchange visitor program in the non-immigrant (J) visa category.

Amity will act as the exchange visitor visa sponsor and will provide internships to program participants through partnership with the Host School. Amity will provide each Intern invited by the Host School, as stated on the Intern Invitation Addendum, with a SEVIS-generated Form DS-2019 under Amity's Exchange Visitor Program #P-3-14779 and the Training/Internship Placement Plan (T/IPP - Form DS-7002 outlining exchange program activities). Upon receipt of Form DS-2019 and Form DS-7002, the Intern will present the forms to the nearest U.S. Embassy in his/her home country in order to secure a non-immigrant J-1 Exchange Visitor entry visa. It has been determined by Amity and the Host School that the background, English language skills, education, and experience qualify the Intern for this exchange program.

This Amity Intern Program is to take place over the course of the 2018/19 academic year as specified by the dates listed on the Intern's T/IPP at Nueva Vision Spanish Immersion - Lowell Elementary School (known as Site of Activity) located at 2000 Rice Lake Road, Duluth, Minnesota, 55811. Host School agrees to notify Amity within three days of occurrence if the dates or the Site of Activity for this exchange change. Upon completion of the program Interns are expected to return to their home country to fulfill the exchange. The Host School acknowledges that this is a temporary exchange opportunity and employment in the U.S. cannot be offered at any point.

The Host School will be providing supervision and training as well as locally assisting the Intern throughout this program, including access to cross-cultural activities. In compliance with J-l visa regulations this exchange program is to be a structured program of activities as described in the Training/Internship Placement Plan (T/IPP). The Host School agrees to provide supervision through qualified and certified teaching staff at all times and understands that the Intern may not replace staff or function as a substitute teacher. The Host School agrees to arrange a schedule for Intern of approximately 32 hours per week, including preparation time, staff meetings and regular extra-curricular activities, in accordance with the activities stated in the T/IPP. The Host School also agrees to provide assessments of Intern according to T/IPP.

Following Amity program guidelines, documented in the Internship Handbook and Internship Bulletin, the Host School agrees to arrange suitable housing as well as three meals a day at no charge to the Intern. The Host School agrees to inspect all host families and to submit Host Family Fact Sheets for each host family to Amity prior to Intern's arrival in the home. The Host School agrees to report any changes to host family placements within three days of occurrence.

The Host School agrees to arrange payment of a stipend in the amount of \$300.00/month to the Intern. Payment of the stipend is the responsibility of the Host School.

1775 Hancock Street, Suite 170, San Diego, California 92110 - (619)-222-7000 - www.amity.org

In accordance with visa regulations, Amity, as the exchange visitor program sponsor, in conjunction with the Host School, will provide the Intern with written Terms of Assignment, pre-arrival information, orientation materials, origoing program support, funding arrangements, and will be generally available on an on-going basis to assist the exchange visitor as may be required. Amity must also determine the Intern's compliance with minimum sickness/accident insurance coverage requirements set by J-1 regulations.

Amity will take full responsibility for program validation and the on-going maintenance of the SEVIS record in order to preserve Intern's legal status in the United States. It should be noted that the above arrangements are based on current Department of Homeland Security (DHS) and Department of State regulations, and would be subject to modification should J-1 exchange visitor requirements change. The Host School agrees to cooperate with Amity to conduct supervision and evaluation of the exchange program in accordance with U.S. government J-1 visa regulations, for which Amity, as the Exchange Visitor sponsor, is officially responsible. The Intern is responsible for completing and submitting the Form I-901 and paying the respective mandatory one-time DHS SEVIS fee for a newly sponsored exchange visitor.

The Host School agrees to remit to Amity within 30 days of invoice the administrative fee in the amount of \$1600 for each Intern arriving for the full academic year and \$800 for each Intern arriving for one semester if one-semester internships are arranged consecutively during the school year. If an Intern leaves the Program before their Program End Date, a pro-rate of \$160 will be charged if the Intern leaves prior to October 1st. If the Intern leaves after October 1st, the semester rate of \$800 will be charged.

Please indicate your agreement to the arrangements stated above by returning a signed copy of this Letter of Agreement. Once this signed Letter of Agreement and the T/IPP has been received, Amity will prepare the necessary Terms of Assignment for the Intern to sign. Thereafter, Amity will prepare a packet of important documents and information to be mailed to the Intern. The packet will include, but is not limited to: one (1) SEVIS-generated Form DS-2019, the executed Form DS-7002 (T/IPP), and comprehensive instructions on applying for a J-1 entry visa, completing and paying the mandatory one-time DHS SEVIS fee, entering the United States, and maintaining legal status.

Should you have any questions in the interim please do not hesitate to contact us at your convenience. Amity Institute Cothun Eileoz Catherine Erickson CFO, ISD 109

1775 Hancock Street, Suite 170 San Diego, CA 92110

Phone: (619) 222-7000 Fax: (619) 222-7016

Email: internsadmissions@amity.org

Sincerely yours,

Gertrud Hermann Digitally signed by Geraud Hermann On Analyty Institute, ou, or the confidence of Hermann On Analyty Institute, ou, or the property of the Confidence of the C

Signature of Gertrud Hermann, Interim Director

Amity Institute

For Host School:

Signature

10/12/18

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of October, 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Charlie Appelstein, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

- 1. Dates of Service. This Agreement shall be deemed to be effective as of October 29, 2018 and shall remain in effect until October 29, 2018, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
- 2. **Performance.** Three hour presentation of strategies and tools for educators who work with difficult behaviors in the classroom. This presentation will be provided to Piedmont and Myers-Wilkins Elementary School staff. Location in Duluth will be confirmed by October 22, 2018.
- 3. **Background Check.** Contractor is not required to provide a background check. Presentation will occur on non-school day.
- 4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$2,800.00. 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. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Amy Worden, Myers- Wilkins Elementary Principal, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Appelstein Training Resources 12 Martin Avenue Salem, NH 03079.

- 11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.
- 12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.
- 13. Governing Laws. This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.
- 14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

- 15. Cancellation. Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.
- 16. Data Practices. Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.
- 17. Insurance. This insurance provision is not applicable. Contractor is a guest speaker.

AGREEM	LENT, set fo	rth above, th	ie parties her	HE TERMS reto have caus i year first abo	ed this Agreeme	IONS OF THIS nt to be executed
Contractor	Signature			SSN/Tax I	D Number	<u> </u>
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€F⊖/Super	intendent of	Schools/ Po a	rd-Chair		7 m 1 m 1 m 1 m 1 m 1 m 1 m 1 m 1 m 1 m	Date

AGREEMENT

THIS AGREEMENT, made and entered into this <u>17th</u> day of <u>September</u>, 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Positive Energy Outdoors, 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 October 1st 2018, and shall remain in effect until June 30th, 2019, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
- 2. **Sled Dog Excursion/Sleigh Ride**: 20 Students/Staff Chaperones will participate in Sled dog excursion with 2 sled dog teams at the Positive Energy Outdoors Facility. We will then participate in a Draft Horse Sleigh Ride. The entire programming will last approximately 3 hours +travel time.
- 3. **Background Check**. (Applies to contractors working independent with students) Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.
- 4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$600.00@ a rate of \$200.00 per daily excursion (3-4 hours). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
- 5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
- 6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds

expended by Contractor for disallowed costs.

- 7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.
- 8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

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

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

<u>Positive Energy Outdoors 4757 Datka Rd, Duluth, MN 55803</u>.

<u>Stephanie Love and Blake Cazier, Directors</u>

<u>Positive Energy Outdoors</u>

<u>Skills, Fun and Adventure in Duluth and Northern Minnesota</u>

www.outdooredventures.org

218-391-0147 or 218-428-5990 steph@outdooredventures.org

- 11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.
- 12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.
- 13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.
- 14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered

except by written agreement of the parties.

- 15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.
- 16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.
- 17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

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

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

Stephanie LoveDirector	36-4560104	
Contractor Signature	SSN/ Tax Identification Number	Date
Jamie Bennett(ALC)		
Initiator - (Contact with questions)	Walter Control of the	Date
-Win Afor	<u>1</u>	9/25/18
Program Director		Date
Warm, Mith		9-28-18
Director of Curriculum and Instruction		Date
When Amento		10-3-18
Director of Business Service / Superintendent of	of Schools	Date



Special Services Department Independent School District #709 215 N 1st Ave E Duluth, MN 55802

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **October 10**, **2018** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Concordia Community Arts Playcare** hereafter referred to as the AGENCY) witnesses that:

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

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

NOW THEREFORE, the parties agree as follows:

- 1. The AGENCY shall provide the following services:

 Preschool programming for 3 hours (180 minutes) Monday/Wednesday and , 6 hours (360 minutes) on Eriday, and up to 90 days.
- 2. The AGENCY shall perform these services at: 2501 Woodland Avenue Duluth, MN 55803.
- 3. The approximate date the service will begin is, **September 17, 2018** and shall not extend beyond **May 24, 2019**; the contract not to exceed a total of **93 Days** (3 Days per Week) and a total cost up to **\$2,385**. (\$265.00 per month).
- 4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: *Upon receipt of monthly/quarterly billing statement*
- 5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15th of each month for the preceding month.



Page 2 - Contract for Purchase of Special Education Services

- 6. Either party may terminate this agreement as follows: Thirty (30) days written notice, or upon mutual agreement.
- 7. Both parties agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

SIGNED:
Name of Agency
Ву
Authorized Agent
Date
INDEPENDENT SCHOOL DISTRICT #709
Duluth, Minnesota Lathy-Calista
C.F.O. Executive Director of Business Services
Date

Special Services Department

215 N. 1st Ave. East

Duluth, MN 55802

Director



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

CONTRACT FOR PRE-SCHOOL PLACEMENT

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

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

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

NOW THEREFORE, the parties agree as follows:

- 1. The AGENCY shall provide the following services:

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

Duluth Duluth Public Schools

Page 2 - Contract for Purchase of Special Education Services

- 6. Either party may terminate this agreement as follows: Thirty (30) days written notice, or upon mutual agreement.
- 7. Both parties agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

SIGNED:
Concorder Community arts Playeares
Name of Agency
2501 Woodland avenue, Duluta MN 55803
By Cyperha P Parlsa
Authorized Agent
Inly 4, 2018
Date /

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

C.F.O. Executive Director of Business Services

Date 00 13 18

Special Services Department

215 N. 1st Ave. East

Duluth, MN 55802

and Killan



Special Services Department Independent School District #709 215 N 1st Ave E Duluth MN 55802

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **October 17**, **2018** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Concordia Creative Art Playcare** (hereafter referred to as the AGENCY) witnesses that:

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

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

NOW THEREFORE, the parties agree as follows:

- 1. The AGENCY shall provide the following services: <u>Preschool programming for 3 hours (180 minutes) every T and Th. 2 day per week, and up to 66 days.</u>
- 2. The AGENCY shall perform these services at: 2501 Woodland Ave. Duluth.
- 3. The approximate date the service will begin is, **September 6, 2018** and shall not extend beyond **May 23, 2019**; the contract not to exceed a total of **66 Days** (2 Days per Week) and a total cost up to **\$1,350.00**. (\$150.00 per month).
- 4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: <u>Upon</u> <u>receipt of monthly/quarterly billing statement</u>
- 5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows:

 Supervision will be provided by the Special Education Director located in the Special Services

 Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15th of each month for the preceding month.

Duluth Duluth Public Schools

SIGNED:

Page 2 - Contract for Purchase of Special Education Services

- 6. Either party may terminate this agreement as follows: Thirty (30) days written notice, or upon mutual agreement.
- 7. Both parties agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

Name of Agency
Ву
Authorized Agent
Date
 .
INDEPENDENT SCHOOL DISTRICT #709
Duluth, Minnesota
Cathur Elison
C.F.O. Executive Director of Business Services
10-18-18 Date
Date
Special Services Department
215 N. 1 st Ave. East
Duluth, MN 55802
ByCom
Director . /
10/18/18/
Date



Special Services Department Independent School District #709 215 N 1st Ave E Duluth MN 55802

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **October 18, 2018** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Endion Square Children's Center** (hereafter referred to as the AGENCY) witnesses that:

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

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

NOW THEREFORE, the parties agree as follows:

- 1. The AGENCY shall provide the following services: <u>Preschool programming for 4 hours (240 minutes) from 8-12:00 every T, Th, and F 3 days per week, and up to 95 days.</u>
- 2. The AGENCY shall perform these services at: 1823 E Superior St, Duluth.
- 3. The approximate date the service will begin is, **September 17, 2018** and shall not extend beyond **May 30, 2019**; the contract not to exceed a total of **95 Days** (3 Days per Week) and a total cost up to **\$1735.00**. (\$18.00 per day)
- 4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: <u>Upon receipt of monthly/quarterly billing statement</u>
- 5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows:

 <u>Supervision will be provided by the Special Education Director located in the Special Services</u>

 <u>Department. Student attendance will be provided to the Early Childhood Special Education (ECSE)</u>

 <u>program at Historical Old Central High School (HOCHS) on the 15th of each month for the preceding month.</u>



Page 2 - Contract for Purchase of Special Education Services

- 6. Either party may terminate this agreement as follows: Thirty (30) days written notice, or upon mutual agreement.
- 7. Both parties agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

SIGNED:
Name of Agency
Ву
Authorized Agent
Date
INDEPENDENT SCHOOL DISTRICT #709
Duluth, Minnesota
Cotheine Eliser
C.F.O. Executive Director of Business Services
Date
Special Services Department
215 N. 1st Ave. East
Duluth, MN 55802
By Com
Director ,
16/22/18 U
Date

Order and Pricing Schedule

Reference to Agreement. This Order and Pricing Schedule is subject to and incorporates all of the provisions stated in the End User License Agreement between Infinite Campus, Inc., ("Company") and Duluth Independent School District 709 , ("Licensee").

Campus Learning-Building License Fee	Description Term Star
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Campus Learning-Building License Fee	7/1/2019	4,896 Recurring \$1.00	4,896 Recurring \$1.00
-East High (1,570) -Ordean East (1,075)			
-Denfield High School (1,017)			
-Lincoln Park Middle School (651)			
-Merritt Creek Academy (89)			
-Rockridge Academy (85)			
-Chester Creek Academy (58)			
-Arrowhead Academy (19)			

Annual Recurring Total \$4,896.00 Duluth Independent School District 709

-Academic Excellence Online (332)

By: <u>Catherine Erickson</u>
Catherine Erickson (Oct 23, 2018)
Name: Catherine Erickson

CFO

īs: