

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of February, 2013, by and between Independent School District #709, a public corporation, hereinafter called District, and Chang'aa Mweti, 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 February 7, 2013, and shall remain in effect until June 30, 2013, 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.** Chang'aa Mweti will provide classroom presentations at Stowe, Piedmont, Nettleton and Laura MacArthur Elementary schools.

Using power of narratives students will be exposed to different cultural perspectives and people of different ethnicities.

The students will be exposed to different cultural perspectives and people of different ethnicities.

Themes covered will include: Bullying, Respect, Leadership, Cultural Responsibility, Being a role model, Being in transition, Building skills toward being a middle

3. **Background Check.** Not Applicable.

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:

Contractor will be paid in the following manner. Contractor will submit an invoice to the Office of Education Equity monthly for payment. Payment will be made in the amount of \$100.00 per hour. Maximum billable time per event is equal to Student/presentation time of six hours in any given day this contract will exclude preparation and travel time.

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail care of Chang'aa Mweti, 2027 Dunedin Ave, Duluth, MN 55803.

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

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

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

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

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

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

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

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

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

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

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

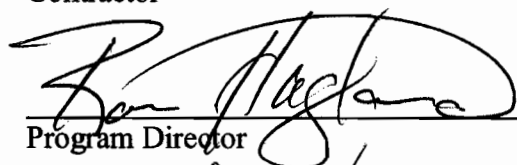


Contractor

~~XXXXXXXXXX~~

SSN/ Tax Identification Number

2/14/13
Date



Program Director

2-8-13
Date



Director of Business Service / Superintendent of Schools

2/19/13
Date

OK
[Signature]

January 15, 2013

To: Tracy Maurer

I am, per agreement, speaking to 5th graders at Congdon Elementary located in Duluth, MN on February 28, 2013. It is a rotation style presentation with student participation on the non-fiction writing process. Further information will be following in the near future.

My fee for this will be \$600.

I understand that I should arrive about ½ hour before the presentation and I will let Terry Betlewski at Therese.Betlewski@duluth.k12.mn.us know in advance of any equipment that I would need. Children will begin rotations at 8:30 and leave at 1:30 with lunch break during that time.

I am signing this document and returning it to Terry in the SASE and keeping the other copy for my file.

Signed: Tracy M. Maurer
Date: 1-22-13

WCHanson
2/19/13



INFINITE CAMPUS SERVICES AGREEMENT

This Infinite Campus Services Agreement ("**Agreement**") is made between **Infinite Campus, Inc**, a Minnesota corporation located at 4321 109th Avenue NE, Blaine, MN 55449-6794 ("**Company**") and ISD 709 - Duluth , with offices located at 215 N. 1st Avenue East , Duluth, MN 55802 , ("**Client**").

RECITALS

- A. Client finds that the Company is willing to perform certain work hereinafter described in accordance with the provisions of this Agreement; and
- B. Client finds that the Company is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of Client's business.
- C. Company has developed certain proprietary (i) student information software and as updated and revised by Company from time to time (the "**Infinite Campus Product**"), and (ii) such other products and services as offered by Company and as amended by Company from time to time (the "**Infinite Campus Additional Products**"). The Infinite Campus Product, and the Infinite Campus Additional Products are collectively referred to as the "**Infinite Campus Products**";
- D. Company or a Company authorized service provider provides certain services for the Infinite Campus Products, including project management, data conversion and training services, (the "**Infinite Campus Services**");
- E. Company and Client desire to enter into this Agreement for the purpose of facilitating the implementation of certain Infinite Campus Products subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the terms and conditions hereinafter stated, it is agreed as follows:

1.0 Infinite Campus Services, Fees

During the Term of this Agreement, Company shall provide Client with Infinite Campus Services according to the fees described in the following table:



Description	Quantity	Cost Per	Total
Infinite Campus Services, Product Assessment and Recommendations, inclusive of travel expenses if any.	1	\$3,600	\$3,600
Total:			\$3,600

2.0 Agreement Term and Termination

2.1 Agreement Term

The term of this Agreement (the "Term") shall begin on the Effective Date of this Agreement, and remain in effect until completed or terminated pursuant to Section 2.2

2.2 Agreement Termination

This Agreement may be terminated as follows:

- 2.2.a either party may terminate this Agreement, with or without cause, with no less than thirty (30) days written notice.
- 2.2.b either party may terminate this Agreement and any other active agreement with the other party if the other party fails to fully perform any material obligation under this Agreement with 30 days to cure.

2.3 No Liability for Termination

Except as provided for in this Agreement, neither party shall be liable to the other for damages of any kind, including incidental or consequential damages, damages for loss of prospective business or loss of continuing business, or otherwise which arise due to the expiration or termination of this Agreement. This does not relieve either party from responsibility for damages caused by its actions or breaches of the Agreement, but only for damages related to or resulting from the expiration or termination of the business relationship.

2.4 Survivorship



Those sections that by their nature survive expiration or termination of this Agreement will survive such expiration or termination.

3.0 Payment Terms

3.1 Payment Terms

Client will pay Company the Fees and Expenses monthly as incurred, net 30 days from date of invoice.

3.2 Taxes

All amounts set forth for payment are exclusive of applicable sales and similar taxes and it shall be Client 's responsibility to add to the amounts payable, and to pay all such taxes if applicable.

4.0 Limitations of Liability

EXCEPT TO THE EXTENT INCLUDED IN AN AWARD SUBJECT TO COMPANY'S INDEMNITY OBLIGATION, IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE, SUCH AS LOST BUSINESS PROFITS. COMPANY'S TOTAL LIABILITY WILL BE LIMITED TO THE LICENSE FEES ACTUALLY PAID BY LICENSEE TO INFINITE CAMPUS FOR THE APPLICABLE INFINITE CAMPUS PRODUCTS, SUBJECT HOWEVER TO A TWELVE (12) MONTH STRAIGHT LINE DEPRECIATION COMMENCING ON THE DATE OF DELIVERY OF SUCH INFINITE CAMPUS PRODUCTS.

5.0 General Terms and Conditions

5.1 Performance

Company represents and warrants that, (a) the work to be performed and services to be provided by it under this Agreement will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel; (b) the work will be configured using commercially reasonable technical specifications; (c) the work will operate in conformance with the terms of this Agreement; (d) the work to be performed by it under this agreement will not violate any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination or false advertising; (e) the work to be performed by it under this Agreement will not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (f) the work to be performed by it under this Agreement will



not be obscene, child pornographic, or indecent; and (g) the work to be performed by it under this agreement will be free of any software disabling devices, internal controls, or computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

5.2 Assignment

Client shall not, voluntarily or involuntarily, sublicense, sell, assign, give or otherwise transfer this Agreement. Any such transfer or attempted transfer shall be null and void. Company has the right to assign or otherwise transfer its rights and obligations under any of this Agreement, whether voluntarily, involuntarily, or by operation of law.

5.3 Governing Law and Jurisdiction

This Agreement will be governed and interpreted under the laws of Minnesota, U.S.A, without regard to its conflict of laws provisions. Any litigation between the parties will take place in the state or federal courts in Minnesota, and both parties waive any objection to the jurisdiction of and venue in such courts. Any action arising out of or related to this Agreement must be brought within one (1) year from the first date such action could have been brought, despite any longer period provided by statute. If a longer period is provided by statute, the parties hereby expressly waive it.

5.4 Amendments; Waiver

This Agreement shall not be amended or modified except in writing by duly authorized representatives of the parties that refer specifically to this Agreement. The failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of such provisions or of the right to enforce each and every such provision.

5.5 Severability

If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Agreement.

5.6 Headings and Construction

Paragraph headings are for reference only and will not be considered as parts of this



Agreement. Wherever the singular is used, it includes the plural, and, wherever the plural is used, the singular is included.

5.7 Force Majeure

Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of Company), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

5.8 Entire Agreement

This Agreement supersedes all previous agreements and representations of, between or on behalf of the parties in regard to the subject matter herein. Any document, instrument, or agreement issued or executed contemporaneous or subsequent to this Agreement shall not alter the terms and conditions of this Agreement. This Agreement contains all of Company's and Client's agreements, warranties, understandings, conditions, covenants and representations in regard to the subject matter herein. Neither Company nor Client will be liable for any warranties, understandings, conditions, covenants or representations not expressly set forth or referenced in this Agreement. Client acknowledges that Company reserves the right to refuse any different or additional provisions in purchase orders, invoices or similar documents, and such refused provisions will be unenforceable.

5.9 Notices

Any notice under this Agreement, including notices of changes in the Specifications and Practices and Procedures, must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address set forth below for Company and to the address designated on page one (1) of this Agreement by Advocate for receipt of notices, or as may be provided by the parties

Infinite Campus, Inc.
Sales Contracts Management
4321 109th Ave NE
Blaine, MN 55449-6794

ISD 709 - Duluth

215 N. 1st Avenue East
Duluth, MN 55802



Either party may give notice of its change of address for receipt of notices by giving notice in accordance with this section.

5.10 Electronic Signatures; Counterparts.

This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document shall be deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e mail message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

5.11 Applicable Laws

Company complies with applicable laws governing online privacy, including the Child Privacy Protection and Parental Empowerment Act, the Family Educational Right to Privacy Act and the Children's Online Privacy Protection Act. Client may review these laws and their related regulations by logging on to the U.S. Federal Trade Commission's website at <http://www.ftc.gov>

IN WITNESS WHEREOF, this Infinite Campus Implementations Services Agreement has been executed by the duly authorized representative of Company and Client as of the Effective Date below.



INFINITE CAMPUS IMPLEMENTATION SERVICES AGREEMENT

Infinite Campus, Inc.

ISD 709 - Duluth

By:

By:

Name: Eric Creighton

Name:

Its: Chief Operating Officer

Its:

WC Hanson
Bill HANSON
CFO



Attachment I

POLICY 314

BUSINESS EXPENSE POLICY

POLICY:

Occasionally, during the course of business employees will incur expenses on behalf of the Company. It shall be the policy of Infinite Campus to reimburse employees for the cost of these expenses if they are properly authorized and documented in accordance with the following procedures:

Auto Expenses:

The company will assume or reimburse the employee for all reasonable personal automobile expenses incurred in carrying out work assignments.

Guidelines:

Reimbursement for the use of the employee's own car will only be made if prior approval for the car's use has been given by the appropriate supervisor and documentation that the employee has appropriate auto insurance coverage is on file.

To receive reimbursement for miles driven on Company business, the employee must complete the mileage portion of the expense form. All mileage for the calendar month must be reported on a single expense report.

Mileage expense shall be reimbursed monthly at current IRS mileage rates.

In the event that multiple vehicles are traveling to the same destination, employees will use all reasonable effort to carpool. If an employee chooses not to carpool, based on personal discretion, Company reserves the right to not reimbursement for miles driven.

Travel Expenses:

The company will assume or reimburse the employee for reasonable business expenses incurred in carrying out work assignments away from their primary location.

Airfare

When reasonable to do so, employees should use the Company provided travel agent for booking airfare. Only coach-class tickets are reasonable, and the company will not reimburse business- or first-class tickets or upgrades.

Ground Transportation



When reasonable to do so, employees should use the Company provided travel agent or direct contracts for reserving auto rentals. When appropriate, employees shall use public transportations (taxi, train, or shuttle).

Meals and Incidentals (M&IE)

The employee will be reimbursed up to a "not to exceed" amount for meal and incidental expenses at a rate set forth by the US General Services Administration's Domestic Per Diem Rates:

http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BA_SIC

M&IE not to exceed amounts are calculated on a "per trip" basis. As an example, an employee traveling for three days to a location with a \$44 M&IE rate would have a trip not to exceed amount of \$132 for the trip (\$44*3).

A full day of travel will be reimbursed if the travel day begins prior to 7:00 a.m., and is completed after 7:00 p.m. Partial days will be reimbursed using the GSA Meals and Incidental Expense (M&IE) Breakdown for partial days

When an employee is on a trip that lasts seven or more days, reasonable laundry and valet costs will be reimbursed if documented by the proper receipts.



January 15, 2013

To: Lisa Bullard

As per agreement I will be a guest speaker the evening of the Young Authors Conference for area Duluth teachers. The date is February 27, 2013 at Ordean East Middle School Library, Duluth, MN. The time will be 4:30-6:30 and I will speak for approximately one hour. This talk can be interactive with teachers participating in an activity if I choose to take that approach.

I am also, per agreement, speaking to 5th graders at Congdon Elementary located in Duluth, MN on February 28, 2013. It is a rotation style presentation with student participation on the non-fiction writing process. Further information will be following in the near future.

My fee for these two sessions will be \$1000 including expenses.

I understand that I should arrive about ½ hour before the presentation and I will let Terry Betlewski at Therese.Betlewski@duluth.k12.mn.us know in advance of any equipment that I would need. Children will begin rotations at 8:30 and leave at 1:30 with lunch break during that time.

I am signing this document and returning it to Terry in the SASE and keeping the other copy for my file.

Signed: Lisa Bullard

Date: Jan. 24, 2013

W. Hanson
2/19/13

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of February, 2013, by and between Independent School District #709, a public corporation, hereinafter called District, and Men as Peacemakers, 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 February 5, 2013, and shall remain in effect until May 31, 2013, 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.** Professionals from a variety of careers will come and share about their jobs, training and educational experience during the Boys' Group Career Month. The Boys' Group consists of 4th and 5th graders at Laura MacArthur and Piedmont Elementary Schools.

Some goals of this project are as follows:

- Educate boys about a variety of careers and trades held by men in our community.
- Expose boys to careers traditionally not held by men. This aligns with our vision to break down male stereotypes and expand their idea of masculinity.
- Introduce boys to positive male role models in our community.
- Encourage higher education, training and lifelong learning.
- Celebrate the commitment and hard work the boys have done through the year by offering a graduation party, including food and awards.
- Connect parents to the Boys Group Program and school by inviting them to the graduation party and other activities.

The following is an approximate budget plan:

Boys Group Program Staff (\$14/hr. x 48hrs) (hourly + benefit costs)	\$672
Supplies and materials	\$340
Partial Overnight Trip Costs	<u>\$988</u>
Total	\$2,000

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 \$2000.00. 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 in the amount of two thousand dollars upon approval of contract by district and contractor.
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail: Men as Peacemakers, Attention: Nikki Kaul, 205 W. 2nd St. Suite 15, Duluth, MN 55802.

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.

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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.

Ed Heisler 41-1841689 _____
Contractor SSN/ Tax Identification Number Date
Nikki Kaul, Program Coordinator
Ed Heisler, Executive Director

Ron Haglund _____
Program Director 2-7-13
Date

W. K. Hanson _____
Director of Business Service / Superintendent of Schools 2/14/13
Date

FY: 13	Contract #: 	Cost Center: 308133	Obj Code: 9182	Amount: \$4,000.00	PSFO #: 	PO #: N/A
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STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

LAKE SUPERIOR COLLEGE

CUSTOMIZED TRAINING INCOME CONTRACT

LAKE SUPERIOR COLLEGE (hereafter College/University) by virtue of its delegated authority from the Board of Trustees of the Minnesota State Colleges and Universities) and ISD 709, 215 North First Avenue East, Duluth, MN 55802 (hereafter Purchaser) agrees as follows:

I. DUTIES OF THE COLLEGE/UNIVERSITY. The College/University agrees to provide the following:

Title of Instruction/Activity/Service: Hire ABE instructor to work on FasTRAC project
 Dates of Training and Development: July 1, 2012 – June 30, 2014
 Instructor/Trainer/Consultant: Jody Langseth

II. DUTIES OF THE PURCHASER: ISD 709 will reimburse LSC for payments made to ABE instructor.

III. SITE OF INSTRUCTION/ACTIVITY: Lake Superior College

IV. CONSIDERATION AND TERMS OF PAYMENT:

A. Cost: Cost of Instruction/Activity/Service: Not to exceed \$4,000.00

Notwithstanding the thirty (30) day notice period established in paragraph VII, in the event that the Purchaser desires to cancel or reschedule the Instruction/Activity/Service due to low enrollment, Purchaser shall give at least 10 days notice in writing to the College/University's authorized agent to cancel or reschedule. If the Instruction/Activity/Service is canceled as provided herein, the College/University shall be entitled to payment calculated according to paragraph VII. If the Instruction/Activity/Service is rescheduled as provided herein, payment shall be according to this paragraph IV.

B. Terms of Payment. The College/University will send an invoice for the Instruction/Activity/Service performed. **The Purchaser will pay within 30 days of receiving the invoice.**

Please send payment to: Lake Superior College
 Student Payment Office
 2101 Trinity Road
 Duluth, MN 55811

V. AUTHORIZED AGENTS FOR THE PURPOSES OF THIS CONTRACT.

A. Purchasers authorized agent: Beth Tamminen
 B. College/University's authorized agent: Steve Wagner, Executive Director of Workforce Development

VI. TERM OF CONTRACT.

A. Effective Date: July 1, 2012

B. End Date: June 30, 2014 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

- VII. CANCELLATION. This contract may be canceled by the Purchaser or the College/University at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the College/University shall be entitled to payment, determined on a pro rata basis, for work or Instruction/Activity/Service satisfactorily performed.
- VIII. ASSIGNMENT. Neither the Purchaser nor the College/University shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.
- IX. LIABILITY. Purchaser agrees to indemnify and save and hold the College/University, its representatives and employees harmless from any and all claims or causes of action arising from the performance of this contract by the Purchaser or the Purchasers agents or employees. This clause shall not be construed to bar any legal remedies the Purchaser may have for the College/University's failure to fulfill its obligations pursuant to this contract.
- X. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE. The Purchaser agrees that in fulfilling the duties of this contract, the Purchaser is responsible for complying with the applicable provisions of the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq. and regulations promulgated pursuant to it. The College/University IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.
- XI. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.
- XII. DATA PRACTICES. The Purchaser agrees to comply with the Minnesota Data Practices Act as it applies to all data provided by the College/University in accordance with this contract and as it applies to all data created, gathered, generated, or acquired in accordance with this contract.
- XIII. RIGHTS IN ORIGINAL MATERIALS. The college shall own all rights, including all intellectual property rights, in all original materials, including any curriculum materials, inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically or magnetically recorded materials, and other work in whatever form, developed by the College/University and its employees individually or jointly with others or any subcontractor in the performance of its obligations under this contract. This provision shall not apply to the following materials:
N/A
- XIV. JURISDICTION AND VENUE. This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

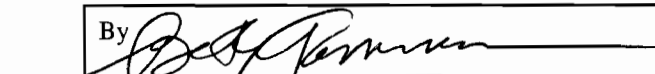
PURCHASERS ADDRESS: ISD 709
215 N. First Avenue East
Duluth, MN 55802
Phone: 218-336-8790
Fax:
Email:

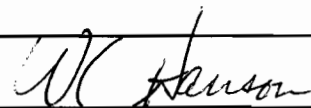
IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. **CONTRACTOR:** Steve Wagner
Executive Director
Lake Superior College
2101 Trinity Road
Duluth, MN 55811

CONTRACTOR certifies that the appropriate person(s) have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions, or ordinances.

By	
Title	ADE Coordinator
Date	2/7/2013

By	
Title	CFO
Date	2/7/13

2. **MINNESOTA STATE COLLEGES AND UNIVERSITIES**
Lake Superior COLLEGE/UNIVERSITY

By	
Title	Executive Director Workforce & Community Development
Date	



CONTRACT FOR PURCHASE OF CIRCLE OF SECURITY® Supervision

This contract, entered into this day September 15, 2012 by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Glen Cooper, LP,** (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 of training and supervision in the **Circle of Security®**;

Whereas the AGENCY is duly qualified to perform these services for Habitat Program.

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:

Staff training and development in assessment and intervention training, ongoing supervision and technical assistance in Circle of Security® to Habitat staff up to 5 hours a week at a cost of \$150 per hour;

2. The AGENCY shall perform these services electronically to staff at Habitat.
3. The approximate date the service will begin is September 1, 2012 and shall not extend beyond June 30, 2013; the contract is not to exceed a total cost of \$6,750 paid for with grant dollars from Ordean Foundation.
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:

The Circle of Security® trainer will build upon previous themes learned by Habitat staff in training in Circle of Security Parenting Education and Circle of Security Assessment and Treatment Planning. The trainer will provide ongoing distance training and supervision and technical assistance in the Circle of Security® intervention protocol. Central to the supervision will be a focus upon access to a systematic approach for evaluating parental states of mind using the Circle of Security Interview, identifying precise strengths and lynchpin difficulties in parent/child interactions using Ainsworth's Strange Situation, creating specific intervention plans tailored to the unique themes of each parent/child dyad, and

Page 2 - Contract for Purchase of Circle of Security® supervision

supervision of the implementation of a detailed protocol addressing core intervention themes. The protocol will embody best practice and research/evidence based practice for infant and early childhood mental health. All training will be done within the context of the 'learner-friendly' accessibility provided by the Circle of Security Protocol. The underlying focus will be upon teaching a practical application for intervention with parent/child dyads (birth to five years). Central to this approach will be an emphasis upon differential diagnosis. An attachment oriented understanding of personality defenses will allow for a specific and unambiguous means of communicating with the underlying capacities available beneath the defensive process for each parent. Supervision will lead to certification as a Circle of Security Provider. Themes central to the training outcomes will include building observational skills via video review; building reflective functioning via video review; and dyadic regulation of affects as the foundation of treatment.

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:

Glen Cooper (sole provider)
Name of Agency

By [Signature]
Authorized Agent

9/6/12
Date

.....

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

[Signature]
C.F.O. Executive Director of Business Services

Date 2/7/13

.....

AGREEMENT

THIS AGREEMENT made and entered into this 25 day of January, 2013, by and between Independent School District #709, a public corporation, hereinafter called District, and Maria Patti 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 February 11, 2013, and shall remain in effect until June 7, 2013, 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 present on Latino culture through a Brazilian perspective sharing history, arts, contemporary interests and popular customs to families at various family events for ISD 709. They will additionally present either a craft or cooking activity for families to participate in the culture. The first event will be at Laura Macarthur School's "Celebrate Diversity" family night on February 26, 2013, the second will be at the Adelante Cultural Center's family night on April 30, 2013 and possible other presentations may arise through the end of the school year.

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 \$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. 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 \$75.00 for the February 26, 2013 event and \$150 on April 30, 2013 event within 30 days of submission of a proper invoice by the Contractor. Further performances will be similarly reimbursed 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) 231 E Superior Street AP#904
Duluth, MN
55802

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.

[Signature] 2-25-13 [Signature]
Program Director date Contractor date
[Signature] 2/26/13
Director of Business Service date

AGREEMENT

THIS AGREEMENT made and entered into this 25 day of January, 2013, by and between Independent School District #709, a public corporation, hereinafter called District, and Sylvia Garavello 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 February 11, 2013, and shall remain in effect until June 7, 2013, 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 present on Latino culture through a Brazilian perspective sharing history, arts, contemporary interests and popular customs to families at various family events for ISD 709. They will additionally present either a craft or cooking activity for families to participate in the culture. The first event will be at Laura Macarthur School's "Celebrate Diversity" family night on February 26, 2013, the second will be at the Adelante Cultural Center's family night on April 30, 2013 and possible other presentations may arise through the end of the school year.

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 \$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. TIN Number (SSN#) ~~XXXXXXXXXX-1234~~

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 \$75.00 for the February 26, 2013 event and \$150 on April 30, 2013 event within 30 days of submission of a proper invoice by the Contractor. Further performances will be similarly reimbursed 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) 410 E 7th ST.
Duluth MN
55805.

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.

Don Hagler 2-25-13
Program Director date

W.C. Hansen 2/24/13
Director of Business Service date

[Signature]
Contractor date

AGREEMENT

JK B.

THIS AGREEMENT made and entered into this 25 day of January, 2013, 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 January 25, 2013, and shall remain in effect until June 7, 2013, 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 provide "A Journey of Latin American Music" Cultural Music Presentations for the Adelante Cultural Center. The presentation will explain the origins of the music styling and dance connections of Latin American regions of South America and the Caribbean. The first presentation will be at the "Celebrate Diversity" family event at Larua MacArthur on February 26, 2013 between 6-7 p.m. The students and their families in attendance will be exposed to different cultural perspectives and people of different ethnicities. Additional dates for similar presentations will follow this spring with dates and locations to be determined.

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

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 \$50.00 for the February 26, 2013 event within 30 days of submission of a proper invoice by the Contractor. Further performances will be similarly reimbursed 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) 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.


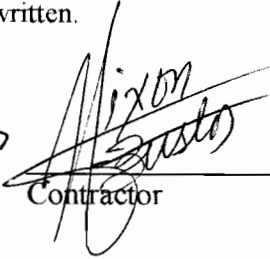
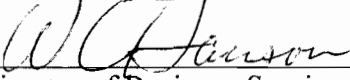
10. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

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.

	<u>2-25-17</u>		<u>2-20-13</u>
Program Director	date	Contractor	date
	<u>2/26/13</u>		
Director of Business Service	date		

AGREEMENT

THIS AGREEMENT made and entered into this 25 day of January, 2013, 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 January 25, 2013, and shall remain in effect until June 7, 2013, 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 provide "A Journey of Latin American Music" Cultural Music Presentations for the Adelante Cultural Center. The presentation will explain the origins of the music styling and dance connections of Latin American regions of South America and the Caribbean. The first presentation will be at the "Celebrate Diversity" family event at Larua MacArthur on February 20, 2013 between 6-7 p.m. The students and their families in attendance will be exposed to different cultural perspectives and people of different ethnicities. Additional dates for similar presentations will follow this spring with dates and locations to be determined.

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 \$250. 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#) 473-90-3167.

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 \$50.00 for the February 26, 2013 event within 30 days of submission of a proper invoice by the Contractor. Further performances will be similarly reimbursed 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



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 

Date: February 15, 2013

Re: Quote #4136 – Softball Field Dugouts at Ordean East Middle School

Attached please find two copies of the Agreement between Century Fence Company and Independent School District #709 to construct two softball field dugouts at Ordean East Middle School. Century Fence Company provided the only quote for this work with an estimated value of \$12,170.00.

I am recommending approval of the Agreement with Century Fence Company based on their lowest quote submitted pursuant to Quote #4136 - Softball Field Dugouts at Ordean East Middle School. If you concur, please sign both copies and return them to the Facilities Management office for processing.

Attachments

INDEPENDENT SCHOOL DISTRICT NO. 709

MEMORANDUM OF AGREEMENT, made this 2nd day of February, 2013, between Independent School District No. 709, a public corporation, in the State of Minnesota, party of the first part, hereinafter called "ISD 709," and Century Fence Company, 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 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 specified work: **To perform all work as specified in Quote #4136 to construct two softball field dug outs at Ordean East Middle School. Total contract award amount has an approximate value of \$12,170.00. Total contract award amount to be determined through execution of this contract.** As stated above, and 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 plans and 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 Minnesota 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 quote 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 and Title Sheet
2. Contractor's Quote
3. Contractor's Insurance Policy.

4. Supplementary Conditions and Insurance Requirements.

IN WITNESS WHEREOF, Independent School District No. 709 has caused these presents to be signed by the Director of Business Services and said Contractor shall hereunto set his/her hand the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709

By: WC Hanson

Bill Hanson, Director of Business Services

Date: 2/15/13

CONTRACTOR

By: [Signature]

Title: Don Witte, MGR.

Date: 2/12/13