

AGREEMENT

THIS AGREEMENT, made and entered into this 2nd__ day of _November_, 2018__, by and between Independent School District #709, a public corporation, hereinafter called District, and __Brian StillDay Jr.__, 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 or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of _11-2-2018_____ and shall remain in effect until _____6-30-2019_____, 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. **Performance.** *(insert/attach a list of programs/services to be performed by contractor)*

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 \$ __\$3000.00____. 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, 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) _____
Attn: Brian StillDay Jr., 114 N. 30th Ave W. Duluth MN, 55806 _____.

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.

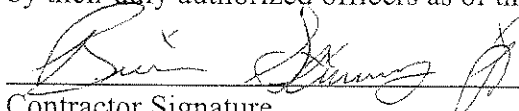
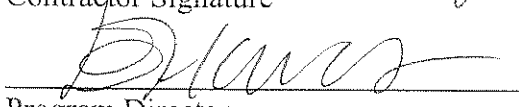
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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.

	11-2-18
Contractor Signature	SSN/Tax ID Number	Date
		11/19/18
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	605	005	510	340	130300
XX	XXX	XXX	XXX	XXX	XXXXXX

	11-26-18
CFO/Superintendent of Schools/Board Chair	Date

To: Edye Howes - American Indian Education Coordinator
From: Jamie de la Cruz - American Indian Liaison Myers-Wilkins / Lowell School
Re: Description of Performances for Contractor Brian Stillday Jr.

The contractor will perform drumming groups at Myers-Wilkins and Lowell Schools. These services will include drumming during presentations at the Myers-Wilkins school Pow wow, Hand drumming and presentations on Drumming during cultural activities for DPS students. His/Her rate will be _\$ 50 a session. Tuesday after school at Myers-Wilkins, and Wednesday after school at Lowell.

AGREEMENT

THIS AGREEMENT, made and entered into this 9 day of **October**, 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and **Jeremy Davis**, 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 **10/9/18**, and shall remain in effect until **6/30/19**, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** The Contactor will be **on contract with DPS American Indian Education Department to provide Hand Drumming and other cultural activities and teachings at Piedmont Elementary School and Lincoln Park Middle School. Contractor rate will be \$50.00 (fifty dollars) per session.**

3. **Background Check .** (Applies to contractors working independent with students)

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$2,500.00. 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

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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.

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 American Indian Education office, 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 **315 North Lake Avenue Apt. 328 Duluth, MN 55806.**

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 Workers 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 Signature

SSN/ Tax Identification Number

10-9-18
Date

D. Lums

Program Director

10/26/18

Date

Jan M. Yelch

Director of Curriculum and Instruction

10-30-18

Date

Cathryn Elson

Director of Business Service / Superintendent of Schools

11-5-18

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 9 day of **October**, 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and **Pat St. Germaine**, 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 10/9/18, and shall remain in effect until **6/30/19**, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** The Contactor will be **on contract with DPS American Indian Education Department to provide Jingle Dress dancing/teachings and other cultural activities at Piedmont Elementary School and Lincoln Park Middle School. Contractor rate will be \$50.00 (fifty dollars) per session.**

3. **Background Check .** (Applies to contractors working independent with students)

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$2,500.00. 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.

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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 American Indian Education office, 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 **216 6th Avenue East Superior, WI 54880**

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.

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

Workers' Compensation Insurance: Contractor must provide Workers 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 Signature

SSN/ Tax Identification Number

10-9-18
Date

[Handwritten signature]

Program Director

10/16/18

Date

[Handwritten signature]

Director of Curriculum and Instruction

10-22-18

Date

[Handwritten signature]

Director of Business Service / Superintendent of Schools

11-5-18

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 9 day of October, 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Shawn Carr, 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 10/9/18, and shall remain in effect until 6/30/19, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** The Contractor will be on contract with DPS American Indian Education Department to provide awareness and teachings of our Veteran Eagle Staff Carriers and other cultural activities at Piedmont Elementary School and Lincoln Park Middle School. Contractor rate will be \$50.00 (fifty dollars) per session.

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.

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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 American Indian Education office, 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 **214 East 4th Street Apt. 26 Duluth, MN 55805**

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.

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

Workers' Compensation Insurance: Contractor must provide Workers 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 Signature

SSN/ Tax Identification Number

10-9-18
Date

[Handwritten Signature]

Program Director

10/16/18
Date

[Handwritten Signature]

Director of Curriculum and Instruction

10-22-18
Date

[Handwritten Signature]

Director of Business Service / Superintendent of Schools

11-5-18
Date



2018-19 Partner Site Agreement Service Year 8/16/2018- 8/15/2019



This Agreement is between True North AmeriCorps, a program of the Duluth Area Family YMCA (hereafter referred to as the "Program") and Congdon Park Elementary School (hereafter referred to as the "Partner Site"). Through this agreement, the program will assign AmeriCorps member(s) (hereafter referred to as the "Member") to the Partner Site for the purpose of performing service to support on-time graduation, ensuring that youth are prepared for academic, civic, and economic success for youth in grades K-8.

This Agreement will remain in effect for the period of August 16, 2018, through August 15, 2019, and is based on acceptance and approval of a Partner Site application, which outlines service activities that meet the goals of the Program, to be performed by the Member.

I. PARTNER SITE RESPONSIBILITIES

The Partner Site agrees to meet the following requirements and responsibilities as outlined by the Corporation for National and Community Service (hereafter referred to as the "Corporation") and the Program:

A. ELIGIBILITY

The Partner Site must meet the following requirements to maintain positive status with the AmeriCorps program and to be eligible for future member placement. Eligibility for continued member placement does not guarantee continued participation in the program. The Partner Site agrees to:

- 1) Evaluate Member service impact and communicate with the Program concerning development and attainment of those measures and impact;
- 2) Encourage and support Member efforts to develop and implement collaborative programs involving other Members and Partner Sites to address youth needs in the community;
- 3) Ensure adequate and safe work environments for the Member and provide appropriate materials and workspace for Member as outlined in I.C.2 "Work Space and Materials";
- 4) Provide and maintain supervision and open communications with the Member;
- 5) Develop service activities with the Member throughout the service year allowing for leadership development opportunities and support the Member with their Global Youth Service Day Project;
- 6) Allow and positively support Member time during the work week for on-site AmeriCorps related research, reporting and evaluative activities, off-site training, education, and development meetings as scheduled by the Program, and other relevant meetings or activities;
- 7) Provide the Member with orientation to the Partner Site organization, including but not limited to mission, structure, expectations, space, staff, resources for support, personnel policies, and procedures;
- 8) Provide the Member with on-site training and involve the Member in appropriate staff meetings, retreats, and training events, including a minimum of two trainings of at least four hours each to help build skills specific to their service site. These can include workshops, in-service training or conferences. Documentation of these two trainings along with the Independent Service Hours sheet must be signed by the Member and Site Supervisor and submitted to Program staff;

- 9) Complete evaluations of the Member's service two times per year, to be submitted December 15th and June 15th, using the forms provided by the Program;
- 10) Support the AmeriCorps Member Agreement and notify the Program immediately if the Member is in violation of their contract;
- 11) Notify the Program immediately of any problems or concerns with the Member or their service (Staff support and other resources are available to assist in resolving such challenges);
- 12) Understand if for any reason the Member withdraws or is released from the Partner Site or the Program, there exists no guarantee of the assignment of another member;
- 13) Participate fully as a partner of the Program by attending meetings, special events, displaying the AmeriCorps signage, promoting AmeriCorps through program and site public relations, and other activities as appropriate;
- 14) Attend Partner Site Supervisor orientation and mid-year training meeting;
- 15) Host site visits conducted by the Program, twice yearly and additionally as required;
- 16) Review and approve timesheets and other documentation in a timely manner.

B. CASH MATCH PAYMENT

The Partner Site is responsible for paying a Cash Match for each position awarded. Schools and Out-of-School-Time (OST) Programs partner to share a member. Full time members are expected to spend approximately 30 hours/week in the classroom during the school year and 10 hours/week in the OST program and 25 hours/week in the summer program. School Day only positions are available on a limited basis and cash match amounts for those positions are included below. Given the school/OST partnership, below is a breakdown of the plan to share the cash match:

Full Time (1740 hrs)	Total Cash Match:	\$7,750
	Amount paid by district funds:	\$3,500
	Amount paid by City of Duluth:	\$1,500
	Amount paid by KEY Zone:	\$2,750
Half Time (920 hrs)	Total Cash Match:	\$3,875
	Amount paid by district funds:	\$3,875

*** Please note that federal funding cannot be used to pay the cash match.**

Fifty percent of the cash match amount is due **September 15, 2018**. Failure to meet this deadline may result in the Program reassigning the position to another Partner Site.

The second half is due by **January 15, 2019**. Failure to meet these deadlines will be reflected negatively in the 2018-2019 site selection process.

Payments not submitted by the contracted due date will accrue an additional charge of \$50 for each 30 day period unpaid.

Grant provisions from the Corporation for National and Community Service state that if AmeriCorps members leave their position before their term of service is ended, the Program is

unable to fill that position with a new person if they have completed more than 30% of their hours.

The Partner Site is responsible for the entire cash match amount regardless of whether the Member completes their term of service.

C. IN-KIND MATCH

In-Kind Match reporting is required as a Partner Site. Please note that federal funding cannot be used to pay in-kind match (e.g. a Site Supervisor who receives their salary from federal grant funds will not be able to report their supervisory hours as "in-kind"). If in-kind is not reported, the site will be assessed an additional \$2,500 per member for in-kind costs.

- 1) **Member Supervision.** The Partner Site will assign a Site Supervisor, who will be responsible for assisting in Member recruitment and daily Member management including the following activities: scheduling, supervision, training, performance evaluation, compliance with ethical standards, and communication with Program staff. In-Kind Hours related to supervision of the Member must be reported monthly. Site Supervisors are required to attend two meetings per year to train on and discuss AmeriCorps requirements and expectations.
- 2) **Work Space and Materials.** The Partner Site must provide the Member with a workspace which includes access to a computer, internet, office supplies, phone, fax, and all materials necessary to complete assigned tasks. In-Kind costs related to work space, materials, travel, and training provided by the Partner Site must be reported monthly. Receipts, invoices, or other proof of costs must be made available upon request of the Program or auditors. Reasonable accommodations to work space must be provided when required.
- 3) **Data Collection.** The Partner Site agrees to assist the Member with data collection, including but not limited to the collection of academic grades, behavior and attendance, the administration of surveys, and the accurate recording of tutoring and mentoring time, volunteer recruitment, and service projects. Data collection documents will be provided to the Member and the Partner Site along with instruction. The Partner Site is required to have appropriate data collection consents, signed by a parent or guardian, for every student evaluated on file before any collection begins. The Partner Site will evaluate all consented youth taking part in programming.

D. COMMUNICATION AND DOCUMENTATION

- 1) **Program Information.** The Partner Site is responsible for tracking, archiving, communicating, and following through on all information presented at site visits, site supervisor meetings, future communications, and additional information shared by the Program regarding terms of placements, member rules of conduct, grievance procedures, prohibited activities, and all other program expectations and conditions.
- 2) **Site Supervisor and Contact Information.** The Partner Site is responsible for immediately informing the Program of any changes in the leadership of the Partner Site, either of the Site Supervisor or within the Site Supervisor's direct chain of supervision. The Partner Site will update contact information whenever a change is made.
- 3) **Documentation.** The Partner Site will maintain records, make reports, and submit any relevant documents required by the Program concerning matters involving the Member. This includes, but is not limited to, email, postal, and fax correspondence that may aid in the investigation of the Member's service and completion or termination. These records will be maintained for a period of five years.

E. LEGAL COMPLIANCE

- 1) The Partner Site will ensure that, while charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation, staff and members may not engage in the following activities:
 - a. Attempting to influence legislation;
 - b. Organizing or engaging in protests, petitions, boycotts, or strikes;
 - c. Assisting, promoting, or deterring union organizing;
 - d. Impairing existing contracts for services or collective bargaining agreements;
 - e. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
 - f. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
 - g. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytizing;
 - h. Providing a direct benefit to—
 - i. A business organized for profit;
 - ii. A labor union;
 - iii. A partisan political organization;
 - iv. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - v. An organization engaged in the religious activities described in paragraph (g) of this section, unless Corporation assistance is not used to support those religious activities;
 - i. Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
 - j. Providing abortion services or referrals for receipt of such services; and
 - k. Such other activities as the Corporation may prohibit.

Individuals may exercise their rights as private citizens and may participate in the activities listed above on their own initiative, on non-AmeriCorps time, and using non-Corporation funds. Individuals should not wear the AmeriCorps logo while doing so. *Before approving timesheets, be sure your member has not recorded time to any of the prohibited activities listed above on their timesheet.*

- 2) The Partner Site must verify that no jobs will be lost, no present employees will be replaced, and no hours of current employees will be reduced as a result of Member placement. The Partner Site may employ and compensate the Member for time spent above and beyond contracted AmeriCorps hours; however, the duties during this time and hours committed must be separate from AmeriCorps time and must be submitted in writing to the Program in advance.
- 3) Ensure grant-funded activities are compliant with non-supplantation, nonduplication and nondisplacement restrictions.
 - a. *Supplantation.* Corporation assistance may not be used to replace State and local public funds that had been used to support programs of the type eligible to receive Corporation support. For any given program, this condition will be satisfied if the aggregate non-Federal public expenditure for that program in the fiscal year that support is to be provided is not less than the previous fiscal year.
 - b. *Nonduplication and Nondisplacement.* The Member cannot replace present employees and no hours of current employees will be reduced as a result of Member placement at a site. The Partner Site may employ and compensate the Member for time spent above and beyond contracted AmeriCorps hours; however, the duties during this time and hours committed must be separate from AmeriCorps time and must be submitted in writing to the Program in advance.

- 4) The Member will not engage in or conduct any fundraising activities that support the Partner Site's general operating expenses, including financial campaigns, endowment drives, solicitation of gifts and bequests, and grant writing, or any political, or protest activities or activities of a religious nature, including religious instruction, worship services, or proselytizing.
- 5) The Member will not engage in ongoing administrative duties, including filing, photocopying, collating, mailing, unless these activities are directly related to the duties approved by the Program and supplement the Member's service activities.
- 6) The Member will not assist, promote, or deter union organization, as well as not violate the Hatch or Federal Anti-lobbying Acts.
- 7) The Partner Site will not discriminate against a member on the basis of age, ancestry, color, disability (non-job related), ethnicity, gender, national origin, political affiliation, religious creed, sexual orientation, and/or union membership. The Partner Site will comply with all Federal and State statutes relating to nondiscrimination, including but not limited to Title VI of the Civil Rights Act of 1994 (42 U.S.C., 2000d et. seq.), Title IX of the Education Amendments of 1972 (20 U.S.C., 1681 et. seq.), The Rehabilitation Act of 1973 (29 U.S.C. 701 et. seq.), The Age Discrimination Act of 1975 (42 U.S.C. 6101 et. seq.).
- 8) The Partner Site will follow the guidelines of the Drug Free Workplace Act.
- 9) The Member will not engage in activities that pose a significant safety risk.
- 10) The Partner Site will maintain a "workplace" free from sexual harassment.
- 11) Members must be released to aid in relief efforts related to natural or man-made disasters at the direction of program staff.
- 12) Other activities as the Corporation determines will be prohibited, upon notice to the Partner Site.
- 13) Members may not accumulate any hours prior to the official start date of service, which is on the Member contract.
- 14) Members must pass a National Service background check prior to the start of service. The cost for the finger printing background check will be paid for by the Program.
- 15) Direct supervisors who are reporting in-kind must pass a National Service background check. The Program will pay for one supervisor at the site. If a site changes supervisor, it will be the sites responsibility to pay for the additional check.

F. MEMBER RECRUITMENT

Recruitment is a joint responsibility between the Program and the Partner Site. Each will seek individuals with an interest in AmeriCorps service. It is the responsibility of the Program to ensure candidates meet the minimum qualifications outlined by the Corporation and it is the responsibility of the Partner Site to select an individual who will be the best fit for the organization. Sites must use the True North AmeriCorps mandatory interview questions when interviewing applicants.

Preferred member selection and placement date is **July 15, 2018**. The Partner Site must select a Member by **August 1, 2018** for an on time fall service term start. Failure to meet this deadline may result in the Program reassigning the position to another Partner Site unless extension is granted by the Program.

G. ADDITIONAL REQUIREMENTS

The Member provides direct service to community beneficiaries (individuals, families, and/or groups) while hosted and supervised by community or school based organizations. The Member is not an employee,

intern, or volunteer of the Partner Site; they are participants in a national service program. The Member does not serve an organization; they serve the community through direct service supervised by the Partner Site. While Partner Sites are encouraged to integrate the Member into the overall staff as fully as possible, the Member activities must be very closely related to the activities described within the position description submitted upon application with the Program.

H. NONDUPLICATION

Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (f) of this section are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

I. NONDISPLACEMENT

- 1) An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.
- 2) An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
- 3) A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
- 4) A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
- 5) A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that
 - a. Will supplant the hiring of employed workers; or
 - b. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
- 6) A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any—
 - a. Presently employed worker;
 - b. Employee who recently resigned or was discharged;
 - c. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
 - d. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
 - e. Employee who is on strike or who is being locked out.

J. NONDISCRIMINATION

The Program is an Equal Opportunity/Affirmative Action program, providing equal opportunities to all those qualified without regard to factors such as race; color; national origin; sex; sexual orientation; religion; age; disability; political affiliation; marital or parental status; military service; or religious, community, or social affiliations. Reasonable accommodations will be provided upon request. The Partner Site will abide by this same policy when interviewing, selecting, and supervising the Member.

The True North AmeriCorps Program receives a large portion of funding from the Corporation for National and Community Service (CNCS); we therefore, adopt the CNCS policy stated below:

Grant Program Civil Rights and Non-Harassment Policy

The Corporation for National and Community Service (CNCS) has zero tolerance for the harassment of any individual or group of individuals for any reason. CNCS is committed to treating all persons with dignity and respect. CNCS prohibits all forms of discrimination based upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service. All programs administered by, or receiving Federal financial assistance from CNCS, must be free from all forms of harassment. Whether in CNCS offices or campuses, in other

service-related settings such as training sessions or service sites, or at service-related social events, such harassment is unacceptable. Any such harassment, if found, will result in immediate corrective action, up to and including removal or termination of any CNCS employee or volunteer. Recipients of Federal financial assistance, be they individuals, organizations, programs and/or projects are also subject to this zero tolerance policy. Where a violation is found, and subject to regulatory procedures, appropriate corrective action will be taken, up to and including termination of Federal financial assistance from all Federal sources.

Slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion, sexual orientation or any other basis constitute harassment when it has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment. Harassment includes, but is not limited to: explicit or implicit demands for sexual favors; pressure for dates; deliberate touching, leaning over, or cornering; offensive teasing, jokes, remarks, or questions; letters, phone calls, or distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; or demeaning, debasing or abusive comments or actions that intimidate.

CNCS does not tolerate harassment by anyone including persons of the same or different races, sexes, religions, or ethnic origins; or from a CNCS employee or supervisor; a project, or site employee or supervisor; a non-employee (e.g., client); a co-worker or service member.

I expect supervisors and managers of CNCS programs and projects, when made aware of alleged harassment by employees, service participants, or other individuals, to immediately take swift and appropriate action. CNCS will not tolerate retaliation against a person who raises harassment concerns in good faith. Any CNCS employee who violates this policy will be subject to discipline, up to and including termination, and any grantee that permits harassment in violation of this policy will be subject to a finding of non-compliance and administrative procedures that may result in termination of Federal financial assistance from CNCS and all other Federal agencies.

Any person who believes that he or she has been discriminated against in violation of civil rights laws, regulations, or this policy, or in retaliation for opposition to discrimination or participation in discrimination complaint proceedings (e.g., as a complainant or witness) in any CNCS program or project, may raise his or her concerns with our Office of Civil Rights and Inclusiveness (OCRI). Discrimination claims not brought to the attention of OCRI within 45 days of their occurrence may not be accepted in a formal complaint of discrimination. No one can be required to use a program, project or sponsor dispute resolution procedure before contacting OCRI. If another procedure is used, it does not affect the 45-day time limit. OCRI may be reached at (202) 606- 7503 (voice), (202) 606-3472 (TTY), eo@cns.gov, or through www.nationalservice.gov.

K. COMPENSATION

The Partner Site may not provide the Member with monetary compensation, beyond the living allowance provided by the Program, for AmeriCorps service hours. The Partner site may employ and compensate the Member for hours beyond their AmeriCorps service only if the duties performed are entirely separate and does not overlap with AmeriCorps service time.

The Partner Site is encouraged, though not required, to support the Member with non-monetary benefits, including housing subsidization, meal per diem, and work-related mileage reimbursement.

II. PROGRAM RESPONSIBILITIES

The Program agrees to meet the following requirements and responsibilities as outlined by the Corporation and the standards set by the Program and its fiscal host, the Duluth Area Family YMCA:

A. MEMBER PLACEMENT AND SUPPORT

- 1) The Program's primary responsibility is the success of the Member. The Program will provide the Member with the following:
 - a. A living stipend, provided twice monthly, when the Member completes a minimum of five hours per week during each stipend period excluding holidays, emergencies, school breaks, and vacation time that is prearranged with their site supervisor and communicated to the Program Staff. The member cannot count hours during a leave of absence, which may include the following: vacation, sick, personal, or school/work closing days.
 - b. A post-service education award when the Member completes their contracted hours.
 - c. Orientation and in-service training on topics relevant to the service of the Member.
 - d. Health Insurance if the Member is designated as full-time and qualifies for such coverage.
 - e. Child Care assistance if the Member is full-time and qualifies for such coverage.
 - f. Appropriate support in situations or life events that may delay or prevent the Member from successfully completing their service year.
 - g. Appropriate support when a situation with the Partner Site or Site Supervisor prevents the Member from successfully completing their service year.
 - h. Consistent communication.
- 2) The Program will make every effort to match the Member with a Partner Site that provides the best fit for qualifications, time commitment, and personal development goals.
- 3) The Program has the authority to dismiss or suspend the Member from the Program or the Partner Site for any reason in accordance with the rules of the Corporation. The Program may also reassign the Member to another Service Site or change the number of contracted service hours when necessary.
- 4) Upon written request and after all other disciplinary procedures have been followed by the Partner Site, the Program will consider holding the Member's living stipend or removing the Member from the Partner Site or the Program, in accordance with the Program's policies and procedures.

B. SITE SELECTION AND SUPPORT

1. The Program will select programs whose missions are aligned with the Program, the Program's fiscal host, and the Corporation and whose application for a Member performing service to support on-time graduation, ensuring that youth are prepared for academic, civic, and economic success for youth in grades K-6.
2. The Program will provide support to the site in managing the Member, collecting evaluation data (with parental consent) from all youth attending programming, documentation as required by the Program, and developing appropriate duties and training opportunities for the Member.
3. The Program will provide two Site Supervisor trainings and a minimum of two site visits per service year. A Partner Site may request additional training or meetings as required.
4. The Program will provide the Partner Site with relevant results from evaluation data analysis once this data has been reported to the Corporation.

III. STATEMENT OF UNDERSTANDING

The Partner Site and the Program hereby acknowledge by their signatures that they have read, understand, and agree to all terms and conditions of this agreement.

This Agreement can be terminated by mutual agreement of the parties or by either party giving thirty (30) days written notice prior to the effective date of the termination. The Program may, with five (5) days written notice, suspend or terminate the Agreement in whole or in part whenever the Program determines there is a material failure or threat of failure to comply with the applicable terms and conditions of the Agreement.

In witness whereof, the parties whose signatures appear below attest to having the authority to enter into such agreements.

Partner Site Name: Congdon Park Elementary School
Supervisor Name: Kathi Kusch Marshall

Supervisor Contact: 218-336-8825 Kathi.Marshall@isd709.org
(Phone number) (Email)

Kathi Kusch Marshall 11-27-18 Principal Signature
(signature) (date)

Alice Jacobson 11/29/18 True North AmeriCorps Program Staff
(signature) (date)

Send To:
True North AmeriCorps
Attn: Alice Jacobson
302 West First Street
Duluth, MN 55802
Fax: 218-464-5300
Email: ajacobson@duluthymca.org

Catherine Erickson 11-30-18 CFO
Catherine Erickson (date)

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of SEPT, 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and DANIEL CYNDILOYE, 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 or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 09/01/18 and shall remain in effect until 06/30/19, 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.** *(insert/attach a list of programs/services to be performed by contractor)*

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 \$ 16,065.00. 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: Daniel Ovinloye, 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) 315 N. Lake Ave, Apt 221, Duluth 55806.

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.

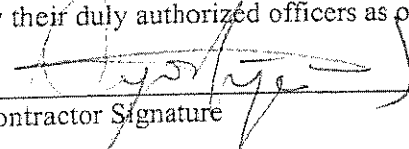
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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 Signature _____ SSN/Tax ID Number _____ Date 09/01/18

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	202	000	130500
XX	XXX	XXX	XXX	XXX	XXXXXX


CFO/Superintendent of Schools/Board Chair _____ Date 11-26-18

Budget

Line Item	Amount	Percent	Narrative
IN-KIND			
In-kind	\$0		n/a
REVENUE			
Project Earned Income	\$400	0.61%	Estimate 200 tickets sold at community performance at a suggested donation of \$2.00 each.
Applicant Cash or Other Income	\$6,500	9.85%	Denfeld match contribution
Regional Arts Council Grant(s)	\$0	0%	n/a
Other income -			
SUBTOTAL	\$6,900	10.45%	
Arts Board Request	\$59,100	89.55%	
Project Revenue -			
SUBTOTAL	\$66,000	100.0%	
in-kind	\$0		
REVENUE TOTAL	\$66,000		
EXPENSES			
Artist Compensation	\$49,725	75.34%	Teaching Artists----- \$19,125- Angie Frank-- Semester 1- 36 hours @ \$85/hour (average 2 hours/week)-- Semester 2- 189 hours @ \$85/hour (5 days/week 5.5 hours in class, 5 hours prep)--Lead teaching artist record keeping(attendance, grades, etc.) 18 hours @ \$85/hour (1 hour/week)----- \$16,065- Daniel Oyinloye-- Semester 1- 36 hours @ \$85/hour (average 2 hours/week)-- Semester 2- 153 hours @ \$85/hour (4 days per week, 4.5 hours in class, 4 hours prep)----- \$13,005- Gary Boelhower-- Semester 1- 36 hours @ \$85/hour (average 2 hours/week)-- Semester 2- 117 hours @ \$85/hour (3 days per week, 3.5 hours in class, 3 hours prep).
Other Project Personnel	\$8,640	13.09%	\$8640- Community Connections Consultant-- Semester 1- 36 hours @ \$40/hour (average 2 hours/week)-- Semester 2-180 hours @ \$40/hour (5 days/week 5.5 hours in class, 4.5 hours in community for 18 weeks)
Travel	\$0	0%	n/a
Rent	\$0	0%	n/a
Materials and Supplies	\$1,775	2.69%	\$1055- Group t-shirts/costumes, props, set, misc,----- \$720- Scripts of documentary style plays to demonstrate how artists have used theatre to engage the world on relevant issues- Class sets of 36 for two plays (possibly "No Child" by Nilaja Sun and "Fires in the Mirror" by Anna Deveare Smith or "Notes from the Field" if available.)
Promotion and Marketing	\$1,500	2.27%	Professional poster/postcard design and printing by Blackbird Revolt, a new design company in Duluth, created in response to the lack of representation and exclusion of diverse voices from the dominant narrative.
Planning and Evaluation	\$1,360	2.06%	Lead teaching artist planning and evaluation duties, 16 hours @ \$85/hour
ADA Accessibility	\$500	0.76%	ASL interpreter for community performance (school performance will use district interpreters if necessary)
Equipment Purchase	\$0	0%	n/a
Equipment Rental	\$0	0%	n/a
In-kind	\$0	0%	
Other	\$2,500	3.79%	\$1500- Video recording and editing; \$1000- Visiting guest stipends (estimate 10 guests @ \$100)
Administration	\$0	0%	n/a
EXPENSES TOTAL	\$66,000	100.0%	

Financial and Fiscal Sponsor Materials**Financial Attachment Instructions**

<https://apply.mnartsboard.com/getApplicationPrintPreview.do?documentPk=1518104373107>

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between Independent School District #709, a public corporation, hereinafter called District, and Gary Boelhower, 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 or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of Sept, 2018 and shall remain in effect until June 30, 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. **Performance.** *(insert/attach a list of programs/services to be performed by contractor)*

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 \$ 13,005.⁰⁰. 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: _____, 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)
30 E Saint Andrews St, 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 Signature

SSN/Tax ID Number


Date

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	202	000	130500
XX	XXX	XXX	XXX	XXX	XXXXXX


CFO/Superintendent of Schools/Board Chair

11-22-13
Date

Budget

Line Item	Amount	Percent	Narrative
IN-KIND			
in-kind	\$0		n/a
REVENUE			
Project Earned Income	\$400	0.61%	Estimate 200 tickets sold at community performance at a suggested donation of \$2.00 each.
Applicant Cash or Other Income	\$6,500	9.85%	Denfeld match contribution
Regional Arts Council Grant(s)	\$0	0%	n/a
Other Income - SUBTOTAL	\$6,900	10.45%	
Arts Board Request	\$59,100	89.55%	
Project Revenue - SUBTOTAL	\$66,000	100.0%	
In-kind	\$0		
REVENUE TOTAL	\$66,000		
EXPENSES			
Artist Compensation	\$49,725	75.34%	Teaching Artists----- \$19,125- Angie Frank-- Semester 1- 36 hours @ \$85/hour (average 2 hours/week)-- Semester 2- 189 hours @ \$85/hour (5 days/week 5.5 hours in class, 5 hours prep)--Lead teaching artist record keeping(attendance, grades, etc.) 18 hours @ \$85/hour (1 hour/week)----- \$16,065- Daniel Oyiniyoye-- Semester 1- 36 hours @ \$85/hour (average 2 hours/week)-- Semester 2- 153 hours @ \$85/hour (4 days per week, 4.5 hours in class, 4 hours prep)----- \$13,005- Gary Boelhower-- Semester 1- 36 hours @ \$85/hour (average 2 hours/week)-- Semester 2- 117 hours @ \$85/hour (3 days per week, 3.5 hours in class, 3 hours prep).
Other Project Personnel	\$8,640	13.09%	\$8640- Community Connections Consultant-- Semester 1- 36 hours @ \$40/hour (average 2 hours/week)-- Semester 2-180 hours @ \$40/hour (5 days/week 5.5 hours in class, 4.5 hours in community for 18 weeks)
Travel	\$0	0%	n/a
Rent	\$0	0%	n/a
Materials and Supplies	\$1,775	2.69%	\$1055- Group t-shirts/costumes, props, set, misc,---- \$720- Scripts of documentary style plays to demonstrate how artists have used theatre to engage the world on relevant issues- Class sets of 36 for two plays (possibly "No Child" by Niiaja Sun and "Fires in the Mirror" by Anna Deveare Smith or "Notes from the Field" if available.)
Promotion and Marketing	\$1,500	2.27%	Professional poster/postcard design and printing by Blackbird Revolt, a new design company in Duluth, created in response to the lack of representation and exclusion of diverse voices from the dominant narrative.
Planning and Evaluation	\$1,360	2.06%	Lead teaching artist planning and evaluation duties, 16 hours @ \$85/hour
ADA Accessibility	\$500	0.76%	ASL interpreter for community performance (school performance will use district interpreters if necessary)
Equipment Purchase	\$0	0%	n/a
Equipment Rental	\$0	0%	n/a
In-kind	\$0	0%	
Other	\$2,500	3.79%	\$1500- Video recording and editing; \$1000- Visiting guest stipends (estimate 10 guests @ \$100)
Administration	\$0	0%	n/a
EXPENSES TOTAL	\$66,000	100.0%	

Financial and Fiscal Sponsor Materials**Financial Attachment Instructions**

<https://apply.mnartsboard.com/getApplicationPrintPreview.do?documentPk=1518104373107>

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of Sept, 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Karen Perry, 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 or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 09/01/18 and shall remain in effect until 10/31/19, 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.** *(insert/attach a list of programs/services to be performed by contractor)*

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 \$ 13,005.00. 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: Karen Perry, 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) 104 38th Ave. W., Duluth, MN 55808

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.

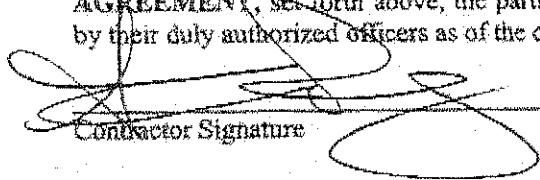
17. Insurance. (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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 Signature

SSN/Tax ID Number


09/01/18
Date

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	202	000	130500
XX	XXX	XXX	XXX	XXX	XXXXXX


CFO/Superintendent of Schools/Board Chair

11-26-18
Date

Budget

Line Item	Amount	Percent	Narrative
IN-KIND			
In-kind	\$0		n/a
REVENUE			
Project Earned Income	\$400	0.61%	Estimate 200 tickets sold at community performance at a suggested donation of \$2.00 each.
Applicant Cash or Other Income	\$6,500	9.85%	Denfeld match contribution
Regional Arts Council Grant(s)	\$0	0%	n/a
Other Income -			
SUBTOTAL	\$6,900	10.45%	
Arts Board Request	\$59,100	89.55%	
Project Revenue -			
SUBTOTAL	\$66,000	100.0%	
In-kind	\$0		
REVENUE TOTAL	\$66,000		
EXPENSES			
Artist Compensation	\$49,725	75.34%	Teaching Artists----- \$19,125- Angie Frank-- Semester 1- 36 hours @ \$85/hour (average 2 hours/week)-- Semester 2- 189 hours @ \$85/hour (5 days/week 5.5 hours in class, 5 hours prep)--Lead teaching artist record keeping(attendance, grades, etc.) 18 hours @ \$85/hour (1 hour/week)----- \$16,065- Daniel Oyinloye-- Semester 1- 36 hours @ \$85/hour (average 2 hours/week)-- Semester 2- 153 hours @ \$85/hour (4 days per week, 4.5 hours in class, 4 hours prep)----- \$13,005- Gary Boelhower-- Semester 1- 36 hours @ \$85/hour (average 2 hours/week)-- Semester 2- 117 hours @ \$85/hour (3 days per week, 3.5 hours in class, 3 hours prep).
Other Project Personnel	\$8,640	13.09%	\$8640- Community Connections Consultant-- Semester 1- 36 hours @ \$40/hour (average 2 hours/week)-- Semester 2-180 hours @ \$40/hour (5 days/week 5.5 hours in class, 4.5 hours in community for 18 weeks)
Travel	\$0	0%	n/a
Rent	\$0	0%	n/a
Materials and Supplies	\$1,775	2.69%	\$1055- Group t-shirts/costumes, props, set, misc.---- \$720- Scripts of documentary style plays to demonstrate how artists have used theatre to engage the world on relevant issues- Class sets of 36 for two plays (possibly "No Child" by Nitaja Sun and "Fires in the Mirror" by Anna Deveare Smith or "Notes from the Field" if available.)
Promotion and Marketing	\$1,500	2.27%	Professional poster/postcard design and printing by Blackbird Revolt, a new design company in Duluth, created in response to the lack of representation and exclusion of diverse voices from the dominant narrative.
Planning and Evaluation	\$1,360	2.06%	Lead teaching artist planning and evaluation duties, 16 hours @ \$85/hour
ADA Accessibility	\$500	0.76%	ASL interpreter for community performance (school performance will use distinct interpreters if necessary)
Equipment Purchase	\$0	0%	n/a
Equipment Rental	\$0	0%	n/a
In-kind	\$0	0%	
Other	\$2,500	3.79%	\$1500- Video recording and editing; \$1000- Visiting guest stipends (estimate 10 guests @ \$100)
Administration	\$0	0%	n/a
EXPENSES TOTAL	\$66,000	100.0%	

Financial and Fiscal Sponsor Materials**Financial Attachment Instructions**

<https://apply.mnartsboard.com/getApplicationPrintPreview.do?documentPk=1518104373107>

AGREEMENT

THIS AGREEMENT, made and entered into this 12 day of NOV., 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and William Mittelscheldt, 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 or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 9/4/18 and shall remain in effect until 6/30/19, 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.** *(insert/attach a list of programs/services to be performed by contractor)*

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 \$ 16,524. 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: Service Pilot Budget, 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) Katherine Erickson
5247 Greenwood Rd., Duluth, MN 55804

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.

<u>William Mitchellfeldt</u>	SSN/Tax ID Number	11/12/18
Contractor Signature		Date
<u>Joseph M. Dennis</u>		11/12/18
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):

XX	XXX	XXX	XXX	XXX	XXXXXX
----	-----	-----	-----	-----	--------

<u>Catherine Eason</u>	11-12-18
CFO/Superintendent of Schools/Board Chair	Date

Denfeld High School Service Learning Pilot: Budget 2018 - 2019

Funding Source: Duluth Superior Area Community Foundation

Budget Allocations for Step Two of DHS Service Pilot of \$16,524.

Print & Publications	\$300.
Meetings & Gatherings	\$200.
Rewards: Certificates & ribbons	\$224.
Travel & Food	\$200.
Wages (\$26./hr X 150 hr/ Quarter for four quarters	<u>\$15,600.</u>
<u>Total Budget</u>	<u>\$16,524.</u>

Four Pay Periods: one each quarter

Q1 Sept 4- Nov 2 = \$3,900.

Q2 Nov 5 – Jan 18 = \$3,900.

Q3 Jan 21 – Mar 29 = \$3,900.

Q4 Ap 1 – Jun-7 = \$3,900.

Contact Information:

Bill Mittlefehldt, DHS Service Pilot Coordinator

5247 Greenwood Rd

Duluth, MN 55804

218 525 3693, c: 218 600 7580 email: wdmittle@gmail.com

DULUTH SUPERIOR AREA COMMUNITY FOUNDATION
GRANT AGREEMENT

JUL 05 2018

The undersigned hereby agrees to the following grant conditions:

1. To use the funds only for the designated purpose as described in the grant application and subsequent grant notification letter; to notify the Duluth Superior Area Community Foundation of and obtain its consent to any substantial deviation from said grant application, to use the grant in accordance with current and applicable laws and pursuant to the Internal Revenue Code, as amended, and the regulations issued there under; and to not use the funds for any purpose prohibited by law.
2. To maintain its books and records to show, and separately account for, the funds received under this grant, and to maintain records of expenditures adequate to identify the purposes for which, and manner in which, grant funds have been expended. Expenses charged against this grant may not be incurred prior to the date the grant period begins or subsequent to its termination date. The grantee will return any unexpended funds to the Foundation at the close of the grant period.
3. To ensure the grant funds are not used to commit, advocate, facilitate or participate in terrorist acts, to influence legislation, to influence the outcome of any public election, or to carry on a voter registration drive.
4. To permit the Duluth Superior Area Community Foundation, at its request, to have reasonable access to the grantee's files and records for the purpose of making such financial audits, verifications, and investigations as it deems necessary concerning the grant, and to maintain such files and records for a period of at least four years after completion or termination of the project.
5. To return to the Duluth Superior Area Community Foundation any unexpended funds or any portion of the grant which is not used for the purposes specified herein.
6. To recognize the Duluth Superior Area Community Foundation in all publicity materials related to the funded project or program, as specified in the grant notification letter.
7. To permit the Duluth Superior Area Community Foundation to use photographs, news clippings, social media, and interview content resulting from the grant to promote the grant, the work of the Foundation, or to facilitate related philanthropic fundraising efforts.
8. To submit the Final Project Report, including all requested materials, by August 14, 2019 as specified in the grant notification letter.

Name of Organization:

ISD#709 - Duluth Public Schools
215 North First Avenue East
Duluth, MN 55802

Payee:

ISD#709 - Duluth Public Schools
215 North First Avenue East
Duluth, MN 55802

Project Title:

Denfeld High School Service Learning Collaboration

Grant Amount:

\$16,524

Fund: Wildey H. Mitchell Family Fund

Grant Number: 20180510



Mr. William Gronseth
Superintendent

7/2/18

Date

~Please remember that in order to promptly process your agreement and distribute funds, this form must be signed and returned to the Community Foundation within a month of the date received. An extension may be approved if necessary.

AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of November, 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Sources of Strength, Inc., 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 or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of November 9, 2018 and shall remain in effect until June 30, 2020, 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.**

- **Training Adult Advisors/Coordinators** - This is a three to six hour training for Adult Advisors who will be supporting and guiding Peer Leader teams. This training is held in the local communities/schools, generally the day before a peer training or the morning of a peer training. It will cover core philosophy of upstream and strength-based prevention, social network theory and safe messaging strategies. This training will provide experiential learning, set expectations and requirements of adult roles during a Peer Leader training, as well as outlining their ongoing role in the program. Adult Advisors/Coordinators will also be given access to the myriad support resources available.
- **Peer Leader Training** - This is a five to six hour training with a group of 15-80 Peer Leaders (depending on school size), along with Adult Advisors. The training is highly interactive and focuses on empowering Peer Leaders to leverage the power of their social influence to become agents of change and connectors to help in their schools and communities. Peer Leader teams are requested to meet back together within ten days of training and complete their first peer-to-peer campaign within the first thirty days following training. Peer Leader teams are advised to have planning meetings twice a month on an ongoing basis, where they will continue to grow in strength based sharing/messaging and plan various hope, help, strength based messages and campaigns.

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 \$20,000. 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.

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. **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.

8. **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.

9. **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:Catherine Erickson, CFO of 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 to: Jaymie Sheehan, 601 N. 5th St. Bismarck, ND 58501.

10. **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.

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

12. **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.

13. **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.

14. **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.

15. **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.

16. **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 Workers' 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 Signature

45-0451560
SSN/Tax ID Number

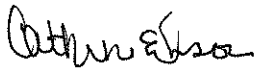
11/19/2018
Date

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):

Budget Code					
01	740	005	221	151	



CFO/Superintendent of Schools/Board Chair

11-20-18

Date

SOURCES OF STRENGTH

MOA for Duluth Public Schools



MEDICAL
ACCESS



MENTAL
HEALTH



FAMILY
SUPPORT



MENTORS



HEALTHY
ACTIVITIES



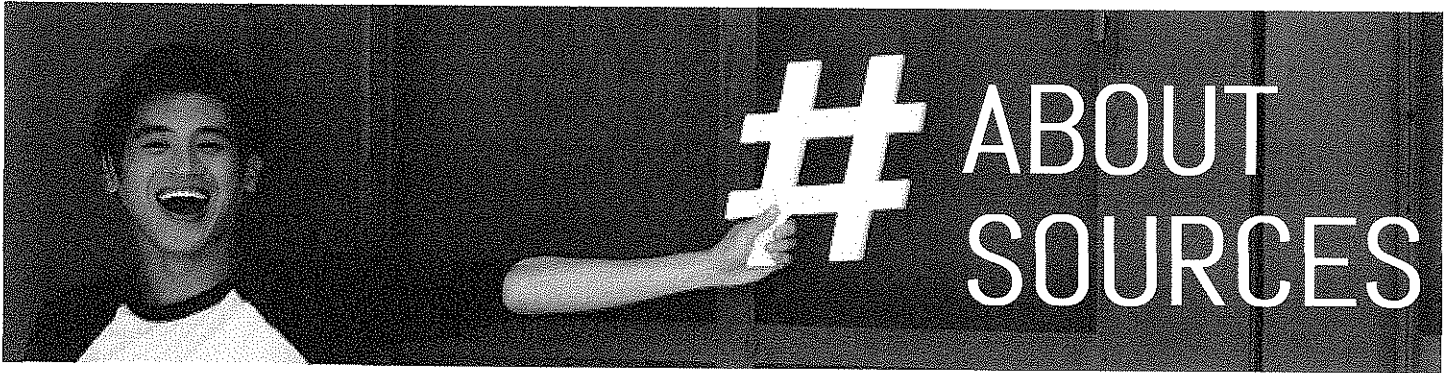
GENEROSITY



SPIRITUALITY

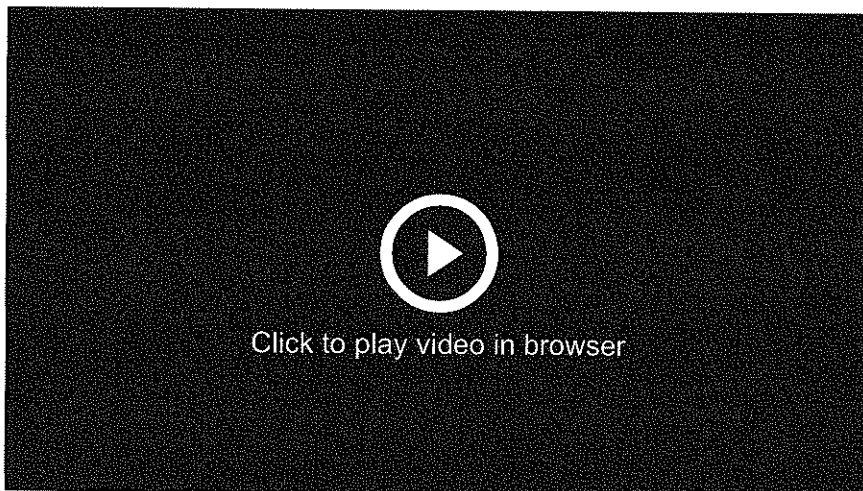
Delivered on November 14, 2018

Submitted by Jaymie Sheehan



What is Sources of Strength?

Sources of Strength is a best practice youth suicide prevention project designed to harness the power of peer social networks to change unhealthy norms and culture, ultimately preventing suicide, bullying, and substance abuse. The mission of Sources of Strength is to prevent suicide by increasing help seeking behaviors and promoting connections between peers and caring adults. Sources of Strength moves beyond a singular focus on risk factors by utilizing an upstream approach for youth suicide prevention. This upstream model strengthens multiple sources of support (protective factors) around young individuals so that when times get hard they have strengths to rely on.

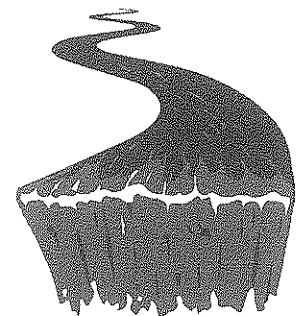


An Upstream Approach

Many of the suicide "prevention" efforts occurring globally would be more aptly described as intervention, primarily focused on teaching risk factors and warning signs and equipping gate keepers to make mental health referrals. Sources of Strength incorporates these intervention strategies, and expands on them. Our primary mission is to move **upstream** in the prevention cycle: to build resilience, increase connections, change unhealthy norms around help seeking and codes of secrecy and silence, to teach healthy coping strategies, and to ultimately prevent the very onset of suicidality.

A Rising Tide Lifts All Boats

By employing this approach we have a more comprehensive and universal model of prevention that can have impact on a wide variety of issues beyond suicide, including substance abuse, bullying, violence, truancy and more. Ultimately, it's not just about keeping people alive, it's about helping people live healthy and full lives.






With implementations across the United States, Canada, Australia, and many American Indian/Alaska Native and First Nations communities, Sources of Strength is one of the most widely disseminated and rigorously evaluated upstream prevention programs in the world.

Sources of Strength has participated in research projects with:

- University of Rochester
- Stanford University
- Johns Hopkins University
- University of Manitoba
- Australian National University
- Black Dog Institute
- National Institute of Mental Health
- Centers for Disease Control

**"Sources of Strength is the first suicide prevention program involving peer leaders to enhance protective factors associated with reducing suicide at the school population level."
- Wyman (2010)**

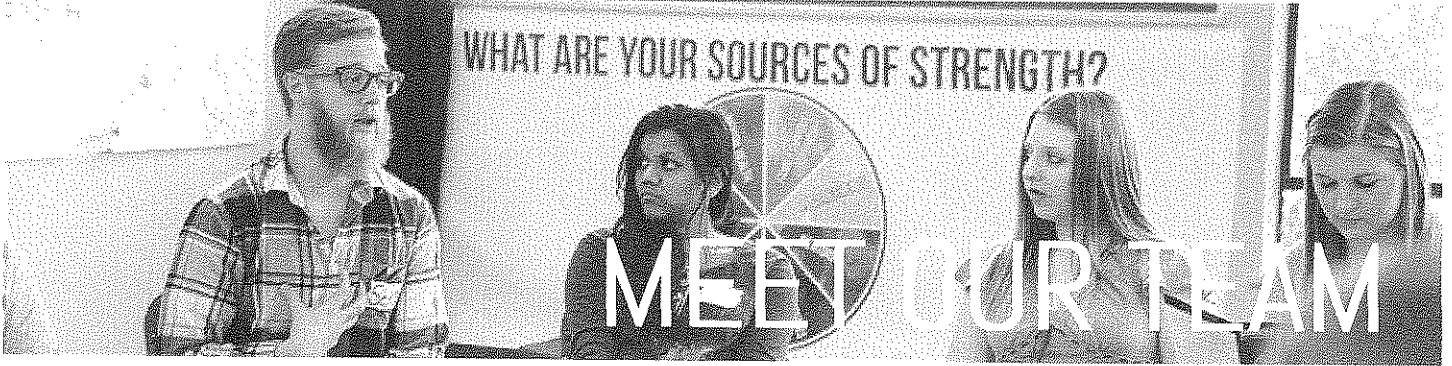


Included in SAMHSA's National Registry of Evidence-based Programs and Practices

Additional outcomes have shown:

- Increase in connectedness to adults
- Increase in school engagement
- Increase in likelihood to refer a suicidal friend to an adult
- Increase in positive perceptions of adult support
- Increased acceptability of seeking help
- Largest increases amongst students with a history of suicidal ideation

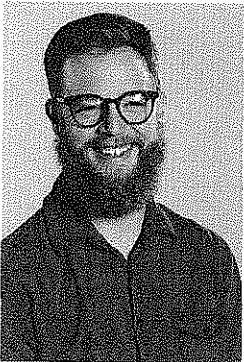
Wyman, P. et al. (2010). An outcome evaluation of the Sources of Strength suicide prevention program delivered by adolescent peer leaders in high schools. *American Journal of Public Health*, Vol. 100:1653-1661.



Mark LoMurray

FOUNDER, EXECUTIVE DIRECTOR

Mark has been working in the prevention/intervention field for the better part of three decades. Before founding Sources of Strength, he was the Director of the North Dakota Tribal-Rural Mentoring Partnership (a best practices project, highlighted by the Department of Education), and his community-based Anger/Conflict Program also received the national Gould-Wysinger Award from OJJDP for excellence in violence prevention. Mark is a consultant for the National Native American Mentoring Project, and a frequent speaker at national conferences on youth and young adult suicide prevention, promoting wellness based connection models.



Scott LoMurray

DEPUTY DIRECTOR

Scott manages the day to day operations of Sources of Strength, and coordinates and facilitates trainings with our community partners around the world. He also serves on the board of the Suicide Prevention Coalition of Colorado (SPCC) and advocates to move the prevention field forward as a frequent speaker and trainer. Scott lives in Lakewood, CO with his wife and 2 adorable children.



Dan Adams

DIRECTOR OF TRAINING

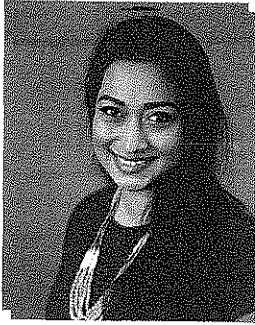
Dan manages our staff of National Trainers, trains and supports Sources of Strength communities and schools, and dabbles as our amateur tech guy. He has 10 years experience working with youth and young adults and a Masters degree in Religious Studies from the University of Cape Town where he also helped to create and run a program for juveniles awaiting trial at Pollsmoor Correctional Facility. Dan lives in Denver, Colorado with his wife Tanya, son Jack, and dog Esky.



Janell Anema

NATIONAL TRAINER

Janell is a national trainer, based in Denver, CO. Janell has years of nonprofit community development experience, both domestically and abroad, and Masters degree in International Development from Eastern University. She has worked in urban and rural communities with kids from hard places, impacted by violence and poverty. Janell loves to adventure, spend time with her dozens of nieces and nephews, and often gets lost in a good book.



Rana Razzaque

PROGRAM DEVELOPMENT COORDINATOR

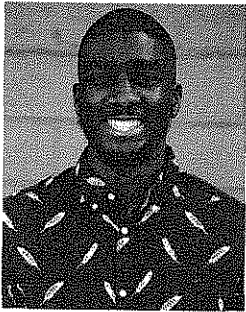
Rana is passionate about impacting people and systems to create a more holistic, equitable and multi-faceted education experience for youth. She has worked in various positions in college and K-12 settings, and has her Doctorate in Educational Leadership. She is thrilled to put her experiences to use as the Program Development Coordinator for Sources as we expand our reach and supports. When she's not geeking out about books and food, she can usually be found hiking. And, when she's struggling with something in her life, talking it out with her phenomenal husband, family and friends, or walking it out with her awesome dog are what help her through it.



Mish Bennett Moore

NATIONAL TRAINER

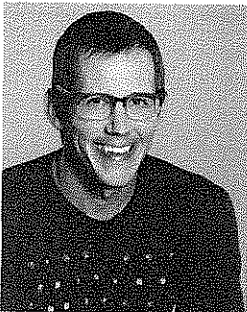
Mish has an MA in Clinical Mental Health and has worked as a therapist as well as an art therapy teacher to middle and high school students with diverse learning needs in Denver. She is a National Trainer for Sources, where she still can't believe she could get paid to play games with awesome people. Mish's healthy activities include drinking a lot of coffee, running, and art, as well as trying to convince her husband that she definitely needed those shoes she just bought.



Emores Petty

NATIONAL TRAINER

Emores is a national trainer for Sources by day and BMX stunt man by night. He loves "LOVE" and people inspire him! He has worked with Young Life, Wheels In Motion, and many other youth programs throughout the United States. Also, he knows a little something about Organizational Leadership. What helps him the most? Family, rest and his YouTube fans.



Cody Sletten

COMMUNICATIONS AND MEDIA COORDINATOR

Cody takes care of our Bismarck office and most of our graphic design needs. In previous positions, he has worked as a graphic designer at advertising agencies and a church. Family Support is the first thing Cody goes to when he is feeling off. Cody and his wife, Megan have two beautiful daughters and a very average looking dog.



The focus of this Memorandum of Agreement is to implement Sources of Strength at Duluth East High School and Denfeld High School.

Deliverables

Below is a brief summary of specific deliverables on the part of Sources of Strength and responsibilities on the part of Duluth Public Schools, Duluth East High School, and Denfeld High School. These deliverables and responsibilities will be further outlined in the Project Activities section below.

SOURCES OF STRENGTH

Specific duties of Sources of Strength include the following:

- Provide a Sources of Strength National Trainer to support schools in implementing an innovative, evidence-based, upstream prevention program.
- Provide on site trainings for Duluth East High School and Denfeld High School Adult Advisors and Peer Leaders.
- Provide ongoing support services and resources for Duluth East High School and Denfeld High School Advisors and Peer Leaders as they seek effectiveness, fidelity, scalability, and sustainability in their prevention programming.

DULUTH PUBLIC SCHOOLS

Specific duties of Duluth Public Schools include the following:

- Assign a leader within their organization to work with Sources of Strength Duluth East High School and Denfeld High School and any local partners.
- Assist in recruiting Duluth East High School and Denfeld High School Peer Leaders and Adult Advisors.
- Participate in support framework to ensure fidelity and effectiveness of implementation.

DULUTH EAST HIGH SCHOOL, DENFELD HIGH SCHOOL, AND ANY PARTNERING AGENCIES

Specific duties of Duluth East High School and Denfeld High School and any local partners include the following:

- Assist in identifying Adult Advisors to work with Peer Leader teams (1 to 10 ratio).
- Assist in recruiting Peer Leaders (aiming for 10% of school population) and obtaining appropriate parental consent for participation in the project (*forms and templates provided by Sources of Strength*).
- Provide drinks and snacks for Adult Advisor and Peer Leader trainings (if necessary).

- Provide a time and location for Adult Advisor and Peer Leader trainings to take place, following Sources of Strength room set-up guidelines (*room set-up*).
- Adult Advisors participate in at least three support phone, webinar, or on-site contacts during the action step phase of the project.
- Implement Sources of Strength program with fidelity, following safe messaging guidelines.



PROJECT ACTIVITIES

Training Phase

Implementation will begin in the training phase which will include the following areas of focus:

- **Training Adult Advisors/Coordinators** - This is a three to six hour training for Adult Advisors who will be supporting and guiding Peer Leader teams. This training is held in the local communities/schools, generally the day before a peer training or the morning of a peer training. It will cover core philosophy of upstream and strength-based prevention, social network theory and safe messaging strategies. This training will provide experiential learning, set expectations and requirements of adult roles during a Peer Leader training, as well as outlining their ongoing role in the program. Adult Advisors/Coordinators will also be given access to the myriad support resources available.
- **Peer Leader Training** - This is a five to six hour training with a group of 15-80 Peer Leaders (depending on school size), along with Adult Advisors. The training is highly interactive and focuses on empowering Peer Leaders to leverage the power of their social influence to become agents of change and connectors to help in their schools and communities. Peer Leader teams are requested to meet back together within ten days of training and complete their first peer-to-peer campaign within the first thirty days following training. Peer Leader teams are advised to have planning meetings twice a month on an ongoing basis, where they will continue to grow in strength based sharing/messaging and plan various hope, help, strength based messages and campaigns.

Support Phase

Sources of Strength treats every institution we work with as part of our team. Relationships and individual support are very important to us. Our model is flexible, and our implementations are tailored to your specific schools/communities. The team at Sources will help implement and promote the program with you, ensuring the peer teams gain maximum benefit from participating in this innovative prevention program. Through communication and feedback from Duluth East High School, Denfeld High School, local communities, and in partnership with Duluth Public Schools we will offer support to:

- Connect Adult Advisors and Peer Leaders with resources; campaign materials, social media resources, website tools, webinars, videos, etc.
- Implement an automated weekly email/text system for Adult Advisors and Peer Leaders featuring tips and ideas that assist during the first three months of startup. These can include video clips, teaching points, stories, campaign examples from other peer teams, and newly developed resources.
- Develop a support call plan to help guide Adult Advisor and Peer Leader teams through a process of brainstorming campaign ideas and activities, troubleshooting, and problem solving.



Year One: National Trainer Led Training at Duluth East High School and
Denfeld High School

December 2018



Year One: Support Phase

December 2018-June 2019





BUDGET

PROJECTED BUDGET	PRICE
<p>(2018) National Trainers Training Phase - 2 Schools</p> <p>Sources of Strength National Trainer will travel and train at Duluth East High School and Denfeld High School to assist in the implementation of the program.</p> <p>December 2018.</p> <p><i>2 Schools @ \$5,000</i></p>	<p>\$10,000</p>
<p>Support Phase</p> <p>Ongoing webinar and teleconference support, assisting Duluth East High School and Denfeld High School through automated support systems and consultation around sustainability and fidelity.</p>	<p>Included in program costs</p>
<p>Additional Program Licensure</p> <p>After the initial three year implementation period teams can either continue to contract with Sources of Strength to offer training (\$5,000 per school) or shift to paying a yearly licensing fee/sustaining cost of \$500 per school for ongoing materials and support.</p>	<p>Varies depending on scale</p>
<p>TOTAL</p>	<p>\$10,000</p>



Compensation/Budget:

Sources of Strength shall receive cost reimbursement from Duluth Public Schools for the deliverable and costs outlined above totaling \$10,000.00.

Sources of Strength will invoice for the full amount of \$10,000.00 upon completion of school trainings.

Authorizing signatures


20/11/2018

Cathy Erickson
Chief Financial Officer
Duluth Public Schools


20/11/2018

Daniel Adams
Director of Training
Sources of Strength

CONNECT WITH US

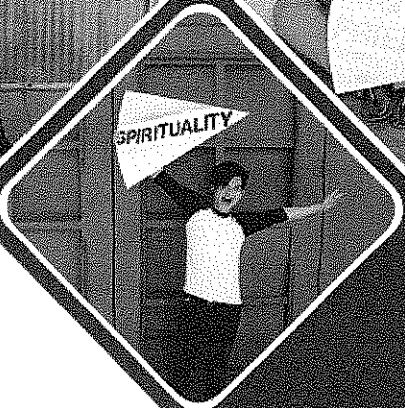
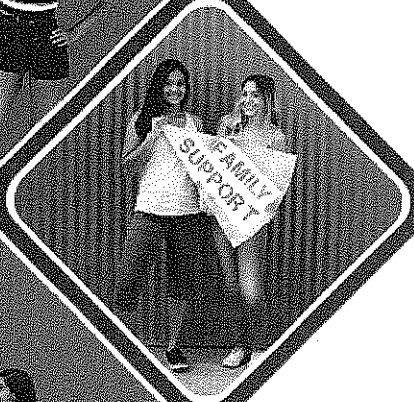
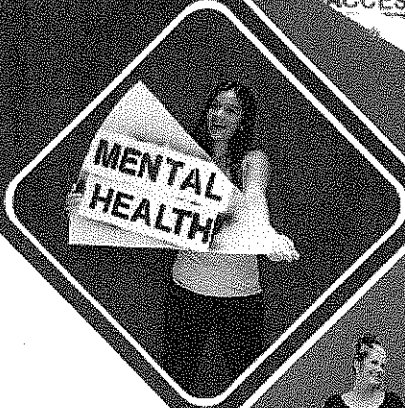
 sourcesofstrength.org

 contact@sourcesofstrength.org

 facebook.com/sourcesofstrength

 [@sourcesstrength](https://twitter.com/sourcesstrength)

 [@sourcesofstrength](https://www.instagram.com/sourcesofstrength)





Duluth & North Shore Railway, Inc.
 d.b.a. North Shore Scenic Railroad
 506 West Michigan Street Duluth, MN 55802
 (800)423-1273 (218)722-1273
 Fax (218)733-7596
 E-mail trains@northshorescenicrailroad.org

2018 RAIL CHARTER CONTRACT

This contract is made between the DULUTH & NORTH SHORE RAILWAY, Inc d.b.a. NORTH SHORE SCENIC RAILROAD (NSSR) (hereafter called Operator) and **Lester Park Elementary** (hereafter called Chartering Party). The Chartering Party's authorized representative is Annette Loisel, Annette.loiselle@isd709.org, 336-8875

TERMS OF CHARTER

In consideration of payments made and performance herein specified on the part of the Chartering Party, the Operator shall provide rolling stock and crew for the benefit of the Chartering Party excursion. The Conductor shall be responsible for the operation of the rolling stock that the Operator warrants to be rail worthy. The train excursion will depart from: **54th Ave East**.

On **December 12th, 2018 at 9:30am** the Operator will provide an excursion for the Chartering Party. The rolling stock (train) will be used exclusively for the transportation of passengers on a pleasure excursion on the Lake Front Line. The rolling stock of **Coach seating for up to 120 persons** will be available for the purpose of loading and unloading passenger's ten minutes prior and ten minutes following the chartered time without additional charge. The Operator reserves the right to substitute the rolling stock, but will usually notify the Chartering Party. Trains are subject to delays at no fault to the Operator. The total number of passengers is estimated to be **100 people** and will be finalized by date 10 business days prior to excursion dates. A performance in the museum and museum touring-time will be included in this excursion.

FEES

The Chartering Party agrees to pay the total sum of **\$450**.
 This cost includes a **roundtrip** excursion to **Duluth Depot and Back**.

DEPOSIT & PAYMENTS

A signed copy of this contract must be returned within 30 days of its issue, with a \$50 non-refundable booking fee, put towards the total listed above. A deposit of **\$225** (1/2 total costs) is due within 1 month of the scheduled charter event. The remaining amount is due upon arrival prior to departure. Failure by the Chartering Party to return a signed copy of this agreement and the deposit by the due date will result in the cancellation of the reservation date at the sole discretion of the Operator without notification to the Chartering Party.

Total fees as indicated above are due and payable in full before boarding will begin unless prior arrangements are made and approved in writing by the Business Manager of the North Shore Scenic Railroad. There can be no more than 10 payment transactions

CANCELLATION & REFUNDS

The Chartering Party must cancel the reserved excursion at least 10 business days prior to departure to receive ninety percent reimbursement of deposit. Any cancellation made after 10 business days prior to departure will result in forfeiture of the entire deposit. Full refund of the initial deposit plus any additional payments will be made on account of equipment breakdown, lay up for repairs or any other occurrence which causes the Operator to cancel the excursion. The Chartering Party releases the Operator from any damage resulting from such cancellation. In the case of difficulty the Operator reserves the option to furnish the Chartering Party with substitute equipment and/or rolling stock. If a damage deposit is required, it will be refunded by mail within 10 days of the charter date providing no damage occurred to the rolling stock or other equipment by the Chartering Party, its members or guests. Damage in excess of the damage deposit will be the responsibility of the Chartering Party. The \$50 booking fee, is a non-refundable fee applied to the total expenses.


CONDITIONS

The Chartering Party assumes responsibility for the maintenance of order and the conduct of passengers aboard the rolling stock during the terms of this excursion and shall not engage in or permit guests brought aboard the rolling stock by the Chartering Party to engage in any unlawful acts or to cause damage to any of the Operator's equipment. The Chartering Party agrees to indemnify and hold the Operator harmless from any loss or claim of loss or damage which the Operator might incur as a result of failure by the Chartering Party to observe the conditions of this agreement.

Any violation of this Charter Agreement by the Chartering Party shall enable the Operator to terminate this agreement. If such a violation occurs while the rolling stock is underway, the Operator may proceed immediately to the station and all passengers will disembark. A termination of this agreement while underway shall result in the forfeiture of the Charter fee and in some cases results in additional penalty fees for broken or damaged equipment. Any extension of the Charter period, once the excursion is underway, shall be made only with the consent of the Business and Operations Managers.


This excursion, sponsored by the Chartering Party is adhered to all Policies of the Operator, including Alcohol Policies, requiring all passengers over the age of 21 to have a valid ID. No outside alcohol is allowed on the train, no illegal substances, and no weapons are allowed on the train. Passengers are subject to search prior to boarding, and we reserve the right to search any bags or carry-ons. Any Marketing for the event will need to include this information to assure all passengers are compliant with the policies of the Operator. The Operator reserves the right to require security personnel to be hired.

In the event that the Chartering Party causes a delay to the operation of a scheduled train, without having given Operator adequate prior notice of such delay, Operator shall have the sole right to assess a penalty fee of \$900 for any delay in excess of 20 minutes to a scheduled train departure. Further penalties may be assessed depending upon additional delay, per 20 minute period. Chartering Party shall have passengers available for boarding not less than 10 minutes prior to scheduled train departure. Any such penalty shall be paid by the Chartering Party within 5 days of the operating date



 CHARTERING PARTY AGENT signature
 Cathy Erickson, CFO

 CHARTERING PARTY AGENT print name



 NORTH SHORE SCENIC RAILROAD AGENT
 Josh Miller, Station Manager

 NSSR AGENT print name

Date: 11-28-18

Date: 11/28/2018

Please SIGN & RETURN a copy of this contract within 10 business days.

AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of November, 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Zeitgeist Center for Arts & Community, 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 November 21, 2018, and shall remain in effect until June 30, 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. **Performance.** The Contractor will provide services at the middle and high schools during after-school activities, school class periods, and W.I.N. periods in the following areas: Recruiting *ARE* student participants, Recruiting Volunteers and Spoken Word Artists for *ARE*, Facilitating the Be Heard Poetry Slam Program, Assist *ARE* youths in developing and presenting their narratives, Working with Truartspeaks (Be Heard Poetry Slam organizers) staff on hosting Duluth Semi-Final, Design & Video Editing, Event Planning, Marketing for Slam Preliminary. *The Be Heard MN Youth Poetry Slam Series is an annual youth program that identifies six Minnesota youth poets between the ages of 13-19 to represent the state in the international Brave New Voices youth poetry slam festival. Be Heard advances literacy levels and leadership skills of participants through cohort specific writing and performance workshops, community engagement activities, and specialized training for participants.
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 the performance services listed above at a rate of \$25.00/hour up to a sum not to exceed \$4,000.00 (four thousand and no/100 dollars). 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 to: AH Zeppa Family Foundation DBA Zeitgeist Center for Arts & Community 222 E Superior St, STE 326 Duluth, MN 55802
Contact: Brooke Wetmore, (218) 336-1361

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.

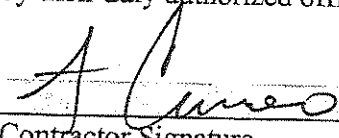
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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.

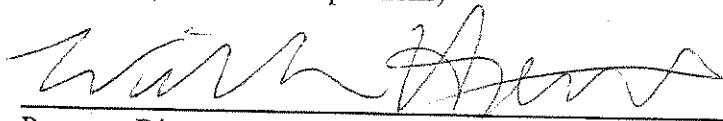

Contractor Signature

20-6424699
SSN/ Tax Identification Number

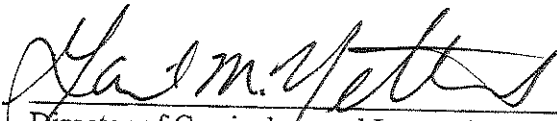
11/26/18
Date

William Howes
Initiator - (Contact with questions)


9/21/17 11/25/18
Date


Program Director

11/28/18
Date


Director of Curriculum and Instruction

11-30-18
Date


Director of Business Service / Superintendent of Schools

11-30-18
Date

OEE Budget

AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of Oct., 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Cassandra Williams, 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 or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of Nov. 1, 2018, and shall remain in effect until June 7, 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.** *(insert/attach a list of programs/services to be performed by contractor)*

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 \$ 40.00 per hour up to \$16,000. 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.

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: Brenda Vieths, 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) 5678 Hwy 33 Saginaw MN 55779.

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.

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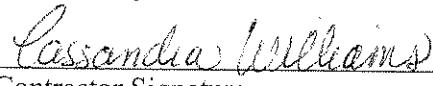
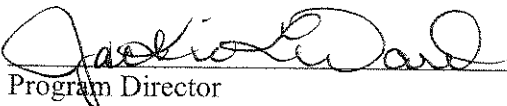
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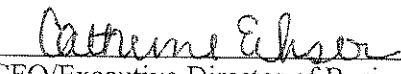
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under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

		<u>10-30-18</u>
Contractor Signature	SSN/Tax ID Number	Date
		<u>10-31-18</u>
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	405	005	740	000	1305.00
XX	XXX	XXX	XXX	XXX	XXXXXX

	<u>11-5-18</u>
CFO/Executive Director of Business Services/Superintendent of Schools	Date

Cassandra Williams
Licensed Sign Language Interpreter

Performance:

Substitute interpret or transliterate for Deaf/hard of hearing students in pre-school, elementary school, middle School and high school.

Ability to work with students

Understanding children and their development

Understanding of the English Language, especially grammar



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 **November 20, 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 6.5 hours (390 minutes) Monday/Wednesday and 5.5 hours (330 minutes) on Friday, and up to 45 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 4, 2018** and shall not extend beyond **January 4, 2019**; the contract not to exceed a total of **45 Days** (3 Days per Week) and a total cost up to **\$2150.** (\$430.00 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

By
Authorized Agent

Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

Arthur Elson

C.F.O. Executive Director of Business Services

Date 11/20/18

Special Services Department

215 N. 1st Ave. East

Duluth, MN 55802

By Jana Chan 11/20/18
Director

LAKEVIEW CHRISTIAN ACADEMY
Guidelines for
TRANSPORTATION REIMBURSEMENT
2018-2019

1. Each parent is to submit an initial odometer reading from home to school.
2. Request for payments must be made on Form 3326.1 "Invoice". These will be available from the Transportation Department.
 - A. The invoice must be signed.
 - B. The invoice must be submitted each month by the school. Claims older than 60 days will not be paid.
 - C. Under "description" list transportation of students to Lakeview Christian Academy.

$$\underline{\hspace{2cm}} \text{ days X } \underline{\hspace{2cm}} \text{ miles X } 30 \text{ Cents per mile} = \text{reimbursement.}$$

(Round trip from home to school)
3. Mail or bring "Invoice" to the Transportation Department. A check will be sent to your school in 3-4 weeks from the date received at the Transportation Department.
4. Reimbursement is per family when Duluth Public School is in session and only for their mileage. Car pool mileage should not be submitted. For the 2018-2019 school year one family reimbursement is maximum of \$310.00.
5. All reimbursement claims must be received at ISD 709 by June 7, 2019.

LAKEVIEW CHRISTIAN ACADEMY

BY 
LCA Director

INDEPENDENT SCHOOL DISTRICT NO. 709

BY 
Director of Business Services

MANY RIVERS MONTESSORI
Guidelines for
TRANSPORTATION REIMBURSEMENT
2018-2019

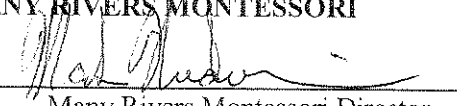
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 - A. The invoice must be signed.
 - B. The invoice must be submitted each month by the school. Claims older than 60 days will not be paid.
 - C. Under "description" list transportation of students to Many Rivers Montessori.

$$\underline{\hspace{2cm}} \text{ days X } \underline{\hspace{2cm}} \text{ miles X } 30 \text{ Cents per mile} = \text{reimbursement.}$$

(Round trip from home to school)
3. Mail or bring "Invoice" to the Transportation Department. A check will be sent to your school in 3-4 weeks from the date received at the Transportation Department.
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5. All reimbursement claims must be received at ISD 709 by June 7, 2019.

MANY RIVERS MONTESSORI


BY



Many Rivers Montessori Director

INDEPENDENT SCHOOL DISTRICT NO. 709

BY



Director of Business Services

SPIRIT OF THE LAKE COMMUNITY SCHOOL

Guidelines for

TRANSPORTATION REIMBURSEMENT

2018-2019

1. Each parent is to submit an initial odometer reading from home to school.
2. Request for payments must be made on Form 3326.1 "Invoice". These will be available from the Transportation Department.
 - A. The invoice must be signed.
 - B. The invoice must be submitted each month by the school. Claims older than 60 days will not be paid.
 - C. Under "description" list transportation of students to Spirit of the Lake Community School.

$$\underline{\hspace{2cm}} \text{ days X } \underline{\hspace{2cm}} \text{ miles X } 30 \text{ Cents per mile} = \text{reimbursement.}$$

(Round trip from home to school)
3. Mail or bring "Invoice" to the Transportation Department. A check will be sent to your school in 3-4 weeks from the date received at the Transportation Department.
4. Reimbursement is per family when Duluth Public School is in session and only for their mileage. Car pool mileage should not be submitted. For the 2018-2019 school year one family reimbursement is maximum of \$310.00.
5. All reimbursement claims must be received at ISD 709 by June 7, 2019.

SPIRIT OF THE LAKE COMMUNITY SCHOOL

BY 
Spirit of the Lake Community School Director

INDEPENDENT SCHOOL DISTRICT NO. 709

BY 
Director of Business Services