



affiliated with the
Young Audiences Arts for Learning network

School Contract 2013-14 School Year

This agreement, by and between COMPAS, Inc. (hereafter "COMPAS") and Lowell Elementary School (hereafter "Program Site") is hereby entered into and shall become effective as of the date of last signature.

It is Mutually Agreed as Follows:

1. COMPAS shall provide Program Site with an artist residency of 5 days in length. Site shall select the artist (s) from the Roster active in the COMPAS Residency program, as identified on the COMPAS website.

Mu Performing Arts is/are the artist(s) tentatively identified for this residency. COMPAS shall provide the necessary artist direction, instruction, supervision, resource materials and logistical arrangements.

2. In consideration of the services performed by COMPAS, Program Site shall pay COMPAS a total of \$ \$2380.00, due and payable to COMPAS prior to the start of the residency.

3. Program Site shall abide by the stipulations of the program model, including, but not limited to:

a. adherence to the guidelines of the COMPAS residency format, as described in detail on the COMPAS website at www.compas.org;

b. reviewal with COMPAS artist of any special rules or situations relevant to site, including limitations on interaction with minors or vulnerable adults (COMPAS policy available on request);

c. preparation of a residency schedule for the artist, which shall adhere to the guidelines of one of the four COMPAS school-based residency models (Traditional, Saturation, Extended, and Collaboration). Under these guidelines, residencies typically include no more than four classroom sessions per day, at least two of which shall be on-going classes with Core Groups meeting each day of the residency; one hour of teacher-artist contact in the form of in-service workshops or individual or small group meetings with teachers; and one community event;

d. appropriate administrative or technical support (i.e., typing and photocopying for writing residencies; art supplies and adequate work space for visual arts residencies; adequate rehearsal space for music and dance residencies; etc.);

e. the assignment of a teacher or other legally responsible and duly authorized adult to each classroom in which the artist works during the residency;

f. arranging and paying for lodging for artists who travel 80+ miles one way from their home.

g. promoting COMPAS activity in school newsletter, website, blog and/or Facebook site; disseminating Family Participation Guide in take-home materials, e-newsletters, etc.; working with COMPAS staff and artist to implement photo/video permission for promotional uses.

h. completion of the COMPAS residency evaluation form by contact person and/or core group teachers for each residency.

Residency Dates: 3/24-28/14

4. COMPAS shall be responsible for the payment of all artist fees and transportation costs, except where expressly negotiated otherwise.

5. Any works produced as a part of a COMPAS residency are subject to reprint by COMPAS at its discretion in any future COMPAS publication.

6. If, after the artist has been selected and residency dates established, it becomes necessary to change some or all of the dates because of

- a) artist illness or other unforeseen circumstance beyond the control of COMPAS, COMPAS shall, at its option, either reschedule the missed day(s) with the same artist, or another acceptable to Program Site, if the original artist is not available; or bill Program Site on a prorated basis for the amount of the residency actually completed.
- b) inclement weather or other unforeseen circumstances beyond the control of Program Site, COMPAS shall reschedule the missed day(s) with the same artist, or another, acceptable to Program Site, if the original artist is not available. **Program Site shall be billed for residency days interrupted by such circumstances.**

Program Site shall be responsible for informing the artist (at home or at local lodging) and COMPAS of any change, conflict or cancellation of Program Site that shall affect the residency as scheduled. In event of artist illness, the artist shall inform Program Site and COMPAS.

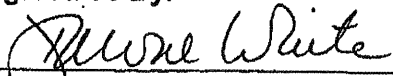
7. Residency dates shall not be changed or cancelled due to circumstances or conflicts that could have been foreseen and/or prevented by Program Site. **Program Site shall be billed for residency days interrupted by such circumstances.**


8. Program Site agrees not to contract separately with identified COMPAS Roster Artist(s) for a period of at least two years following the completion of this project.

9. This Agreement shall become effective as of the date of signature of both parties, and shall be completed upon receipt by COMPAS of payment and required evaluation materials from Program Site.

10. COMPAS, as a non-profit organization, is reliant on granted or contributed funds from outside sources. The ability of COMPAS to carry out its responsibilities identified in this contract is dependent on receipt of outside funding. If these funds are not forthcoming, are rescinded or terminated, COMPAS reserves the right to terminate this agreement on ten days notice without penalty to COMPAS.

Agreed To By:

	3/15/14
Dawn Brown White, Executive Director COMPAS	Date

	3/10/14
Authorized Program Site Official Signature Bill HANSON CFO	Date

Name and Title (Typed or Printed, Please)

Program Site Name	Telephone Number
-------------------	------------------

Program Site Address	City, State, Zip
----------------------	------------------



Confirmation Letter

To | Jerry Maki
| *Lowell Elementary School*

Artist | **Mu Performing Arts**
| 651-789-1012
| sholmberg@muperformingarts.org

This memorandum confirms that the writer/artist identified above will be conducting a COMPAS residency in your school during these dates: **3/24-28/14**

Schedule

If you haven't already, **please prepare a schedule for the residency** using the enclosed form. We need to receive this at least a month in advance so we can share it with the artist.

Contracts

Please **complete and return just one copy to us**. COMPAS will invoice your school for programs. If there are additional material or equipment fees, these will have been discussed with you in advance and *you will receive a separate bill from the artist.*

Evaluation

Please complete a program evaluation by using the following link:

<https://www.surveymonkey.com/s/compasprogramsurvey2014>

More than one representative from your school may complete the survey.

Educational Resources

The **Family Participation Guides** we provide are intended to send home with students for their families. This helps reinforce student learning beyond the classroom.

Marketing

Please include **"COMPAS" in all publicity**. We encourage you to promote COMPAS activities at your school through your usual publicity sources.

Social Media and Photography Releases

Whenever possible, COMPAS promotes educational activities to the public through flyers, our website and FaceBook. If pictures/recordings are taken while a Teaching Artist is on site, **please let the Artist and COMPAS staff know if there are specific site policies regarding usage of social media.**

The writer/artist should contact you before the residency to plan activities, discuss curriculum or supply needs and to finalize details. Your residency includes a staff in-service, and we encourage you to take advantage of the option. If you do not hear from the artist, please contact him or her using the information at the top of this letter.

If you have any questions or concerns regarding the residency, please contact Daniel Gabriel, Arts Education Director at 651-292-3254 or daniel@compas.org. Thank you!



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a. adherence to the guidelines of the COMPAS residency format, as described in detail on the COMPAS website at www.compas.org;

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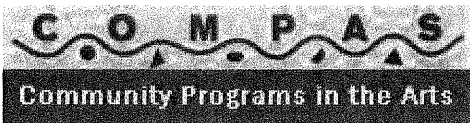
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g. promoting COMPAS activity in school newsletter, website, blog and/or Facebook site; disseminating Family Participation Guide in take-home materials, e-newsletters, etc.; working with COMPAS staff and artist to implement photo/video permission for promotional uses.

h. completion of the COMPAS residency evaluation form by contact person and/or core group teachers for each residency.

Residency Dates: 3/24-28/14



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| *Lowell Elementary School*

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Contract

Vista Fleet
 323 Harbor Drive
 Duluth, MN 55802

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

Fax: 218-722-0448

www.vistafleet.com sales@vistafleet.com

Prepared For:	Deb DeVaney Lincoln Park Middle School	Event Date:	6/4/2014 - Wednesday
Address:		Phone:	Work: 218-626-4512 ext. 131
Email:	deborah.devaney@duluth.k12.mn.us	Event Title:	Lincoln Park Middle School Class Party
Contract #:	2747	Guest Count:	225
Service Style:	Charter	Occasion:	Class Party
Sales Person:	Sarah Steinbach ssteinbach@vistafleet.com		
Event Total:	\$3,815.83		
Deposit:	\$953.96	Deposit Due:	3/14/2014
Venue:	Vista Star 323 Harbor Drive Duluth, MN 55802	Last Change:	2/18/2014

Timeline:	11:45 AM Setup	DJ may board to set up
	12:00 PM Boarding	
	12:30 PM Departure	
	2:30 PM Return	DJ and passengers will have until 3:00pm to exit the boat

Special Contract Notes

225 passengers is the max capacity of the vessel.

Acceptance

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

Billing Procedures and Deposit Schedule

A 25% deposit is due, along with the signed contract on the date indicated. Deposits and payments will be applied to your account in the form of credits. Deposits are non-transferable and non-refundable within 60 days from the cruise. The final payment is due (2) days prior to the cruise date. After the final payment has been made, any additional passengers must be paid prior to departure. There shall be no refunds given for no-show passengers. If it is anticipated that other costs may be incurred, a pre-authorized credit card is required.

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

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

Cancellations and Service Commitment

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

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

Conditions

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

Zero Tolerance Position

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

Confirmation

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

Beverage Service

Vista Fleet will provide any and all beverage services. No outside beverages or liquor may be brought on board due to licensing. We offer a full bar, house wine and select beers. Pepsi products are also provided.

Chartering parties may choose a Host, Partial Host, or Token Bar; a credit card on file is required and the balance of the bar plus 15% gratuity and liquor tax will be charged to the credit card on file immediately after the cruise.

Food Service

Our preferred caterers; Savories Catering and Black Woods Catering are among the finest in the Northland, providing full-service catering on board our vessels. Each offers a unique style and presentation of their listed menus.

We strongly recommend working directly with our caterers if you desire a customized menu for your event. Our preferred caterers also provide rental services of linens, china and flatware, napkins, and service staff. Food service gratuities, service charges and taxes will be additional and determined by the caterers.

For a nominal fee discussed with your Vista Fleet Sales Coordinator, you may bring on board a caterer of your choice. However, Vista Fleet will take care of all your beverage needs.

No food or beverage, with the exception of wedding/birthday cake, pretzels and mixed nuts, may be brought on board without the prior authorization of the Vista Fleet. Minnesota State Health Department regulations and the Vista Fleet prohibit any food product left over to be taken off the premises.

In case of inclement weather, Vista Fleet vessels are climate controlled and enclosed. Should a severe weather condition develop, and the Captain determines that conditions mandate that the cruise be canceled; a full or partial refund of your charter rental will be issued based on the circumstances. Food service contracts must be dealt directly with the caterer.

Vista Fleet Policies

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

ENTERTAINMENT & OUTSIDE CONTRACTORS: Vista Fleet must approve of any entertainment and outside contractor to be brought onto the vessels. Your outside contractors must comply with all requirements Vista Fleet deems appropriate, in its sole discretion, regarding use of function space, vessels, and use of Vista Fleet's services.

Acceptance

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

Date: 3-7-14 Chartering Party Representative Signature: B. Varnauer *W. Hanson*
Date: _____ Sarah Steinbach/Vista Fleet Representative: _____

Credit Card Authorization Form

CREDIT CARD HOLDER INFORMATION

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

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

AUTHORIZED USER OF CREDIT CARD

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

AUTHORIZATION OF CARD USE

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

I certify that all information above is complete and accurate.

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

CARDHOLDER NAME _____
SIGNATURE _____ DATE _____

AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of January , 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Staci Gilpin , an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 2 , 2014, and shall remain in effect until January 30, 2014, 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.**

Additional Planning for Piedmont Elementary PBIS – Design plan for sharing research around OSS with staff, Tier 2 supports for students, February staff meeting PBIS data sharing, and other PBIS related problem solving. (7 hours at \$75 per hour = \$525)

3. **Contract Documents.** It is understood that this Contract consists of the following:

1. Contractors Insurance Policy;
2. Supplementary Conditions and Insurance Requirements; and
3. Any other documents identified by the District.

4. **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.

5. **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 \$ 525.00 . Contractors are 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 the TIN is provided.

6. **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.

7. **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, or to seek other damages.

8. **Ownership of Materials.** The District reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, 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.

9. **Independent Contractor.** Both the District and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of the District. 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.

10. **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.

11. **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 Becky Gerdes, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail care of Staci Gilpin, 2426 W. 15th St., Duluth, MN 55806.

12. **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.

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

14. **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 without regard to conflict of laws considerations.

15. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive bidding requirements apply to this Contract, that those requirements apply to the award and performance of this Contract.

The Regulations of the District are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

16. **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.

17. **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.

18. **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.

19. **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:

20. **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.

21. **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. The District shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in at least the amount of \$2,000,000.

22. **Bonding.** Contractor shall provide such Payment and Performance Bonds as may be required, if any.

23. **Representatives of the District.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

<u>District Employee</u>	<u>Position</u>
William Hanson	Director of Business Services

The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

<u>District Employee</u>	<u>Position</u>
Becky Gerdes	Elementary Principal

24. **Protection of the District.** To the extent that work by the Contractor or others on behalf of the District is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise the District if such work:

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. if the work should be performed in a different manner and whether other work should be performed;
- d. if the District should be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of the District and act to protect those interests and endeavor to guard the District against defects, deficiencies and omissions in the performance of the work.

25. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between the district and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

5

At the option of the District, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, materialmen and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of the District.

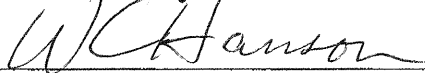
Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for the District courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

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

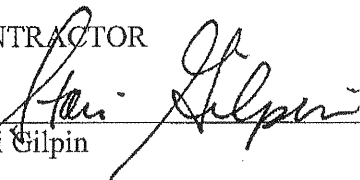
INDEPENDENT SCHOOL DISTRICT NO. 709



Becky Gerdes, Elementary Principal



Bill Hanson, Director of Business Service

CONTRACTOR


Staci Gilpin

Taxpayer Identification Number - ~~XXXXXXXXXX~~

(6)

Coaching #2 - Invoice 4

AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of January, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Staci Gilpin, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 6th, 2013, and shall remain in effect until June 20, 2014, 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.**

Teacher Coaching/Support with classroom management

- 7.0 Hours at \$100 Per Hour – **\$700.00**

Total - **\$700.00**

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1. Contractors Insurance Policy;
2. Supplementary Conditions and Insurance Requirements; and
3. Any other documents identified by the District.

4. **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.

5. **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 **\$700.00**. Contractors are 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 the TIN is provided.

6. **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.

7. **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, or to seek other damages.

8. **Ownership of Materials.** The District reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, 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.

9. **Independent Contractor.** Both the District and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of the District. 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.

10. **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.

11. **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 Becky Gerdes, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail care of Staci Gilpin, 2426 W. 15th St., Duluth, MN 55806.

12. **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.

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

14. **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 without regard to conflict of laws considerations.

15. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive bidding requirements apply to this Contract, that those requirements apply to the award and performance of this Contract.

The Regulations of the District are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

16. **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.

17. **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.

18. **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.

19. **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:

20. **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.

21. **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. The District shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in at least the amount of \$2,000,000.

22. **Bonding.** Contractor shall provide such Payment and Performance Bonds as may be required, if any.

23. **Representatives of the District.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

<u>District Employee</u>	<u>Position</u>
William Hanson	Director of Business Services

The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

<u>District Employee</u>	<u>Position</u>
Becky Gerdes	Elementary Principal

24. **Protection of the District.** To the extent that work by the Contractor or others on behalf of the District is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise the District if such work:

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. if the work should be performed in a different manner and whether other work should be performed;
- d. if the District should be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of the District and act to protect those interests and endeavor to guard the District against defects, deficiencies and omissions in the performance of the work.

25. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between the district and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

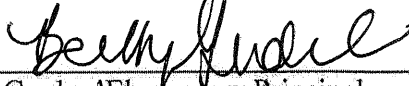
At the option of the District, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, materialmen and other consultants as may be involved in the dispute.

Contractor shall include this paragraph in all its subcontracts dealing with the work of the District.

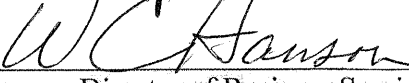
Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for the District courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

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

INDEPENDENT SCHOOL DISTRICT NO. 709



Becky Gerdes, Elementary Principal




Bill Hanson, Director of Business Service

CONTRACTOR



Staci Gilpin

Taxpayer Identification Number: 

PBIS #2 - invoice 5

AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of January, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Staci Gilpin, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 6th, 2014, and shall remain in effect until June 20, 2014, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**

- Consulting fees for additional planning meetings with Becky Gerdes:
 - Dec. 2013 - \$250.00
 - Jan., Feb., March, April, and May - \$1000.00

Total - \$1250.00

3. **Contract Documents.** It is understood that this Contract consists of the following:

1. Contractors Insurance Policy;
2. Supplementary Conditions and Insurance Requirements; and
3. Any other documents identified by the District.

4. **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.

5. **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 \$1250.00. Contractors are 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 the TIN is provided.

6. **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.

7. **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, or to seek other damages.

8. **Ownership of Materials.** The District reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, 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.

9. **Independent Contractor.** Both the District and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of the District. 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.

10. **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.

11. **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 Becky Gerdes, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail care of Staci Gilpin, 2426 W. 15th St., Duluth, MN 55806.

12. **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.

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

14. **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 without regard to conflict of laws considerations.

15. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive bidding requirements apply to this Contract, that those requirements apply to the award and performance of this Contract.

The Regulations of the District are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

16. **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.

17. **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.

18. **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.

19. **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:

20. **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.

21. **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. The District shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in at least the amount of \$2,000,000.

22. **Bonding.** Contractor shall provide such Payment and Performance Bonds as may be required, if any.

23. **Representatives of the District.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

<u>District Employee</u>	<u>Position</u>
William Hanson	Director of Business Services

The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

<u>District Employee</u>	<u>Position</u>
Becky Gerdes	Elementary Principal

24. **Protection of the District.** To the extent that work by the Contractor or others on behalf of the District is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise the District if such work:

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. if the work should be performed in a different manner and whether other work should be performed;
- d. if the District should be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of the District and act to protect those interests and endeavor to guard the District against defects, deficiencies and omissions in the performance of the work.

25. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between the district and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of the District, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, materialmen and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of the District.

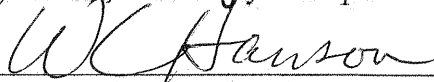
Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for the District courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

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

INDEPENDENT SCHOOL DISTRICT NO. 709



Becky Gerdes, Elementary Principal




Bill Hanson, Director of Business Service

CONTRACTOR



Staci Gilpin

Taxpayer Identification Number: 

PBIS #1 - invoice # 6

AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of October, 2013, by and between Independent School District #709, a public corporation, hereinafter called District, and Staci Gilpin, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of October 24th, 2013, and shall remain in effect until June 20, 2014, 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.**

PBIS Consulting:

- August 30th, 2013 – half day planning meeting - \$500.00
- Once monthly committee meetings (agenda creation and planning meeting with principal) – 9 meetings at \$250 each - \$2,250.00
- Once monthly meetings with Playground Staff – 9 meetings at \$50 each - \$450.00

Total - \$3,200.00

3. **Contract Documents.** It is understood that this Contract consists of the following:

1. Contractors Insurance Policy;
2. Supplementary Conditions and Insurance Requirements; and
3. Any other documents identified by the District.

4. **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.

5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$3,200.00. Contractors are 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 the TIN is provided.

6. **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.

7. **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, or to seek other damages.

8. **Ownership of Materials.** The District reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, 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.

9. **Independent Contractor.** Both the District and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of the District. 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.

10. **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.

11. **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 Becky Gerdes, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail care of Staci Gilpin, 2426 W. 15th St., Duluth, MN 55806.

12. **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.

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

14. **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 without regard to conflict of laws considerations.

15. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive bidding requirements apply to this Contract, that those requirements apply to the award and performance of this Contract.

The Regulations of the District are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

16. **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.

17. **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.

18. **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.

19. **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:

20. **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.

At the option of the District, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, materialmen and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of the District.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for the District courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

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


INDEPENDENT SCHOOL DISTRICT NO. 709

Becky Gerdes
Becky Gerdes, Elementary Principal

Bill Hanson
Bill Hanson, Director of Business Service

CONTRACTOR

Staci Gilpin
Staci Gilpin

Taxpayer Identification Number: 

AGREEMENT

THIS AGREEMENT, made and entered into this date: 2/20/14 by and between Independent School District #709, a public corporation, hereinafter called District, and Roxanne DeLille, 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 2/20/14 and shall remain in effect until June 30, 2014, 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.** See attached

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 \$2,000.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

8. **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 Edye Howes, 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 ~~215 North 1st Avenue East, Duluth, MN 55802~~ 215 North 1st Avenue East, Duluth, MN 55802

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

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

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

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

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:

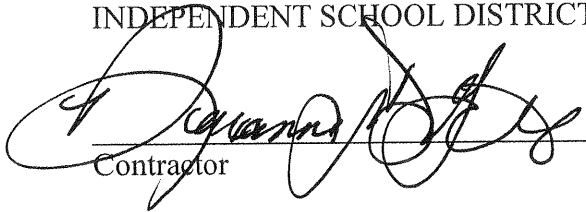
Workers' Compensation Insurance: Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

INDEPENDENT SCHOOL DISTRICT NO. 709

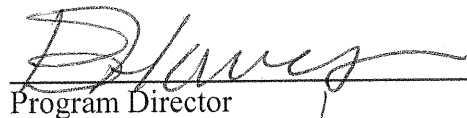
CONTRACTOR



Contractor

Cultural Consultant

Title



Program Director



Taxpayer Identification Number



Director of Business Service

Performance for Contracts

Larry "Amik" Smallwood will be providing an Ojibwe Language, Cultural Knowledge, and Ojibwe traditional game "Bagesewin" presentations. Mr. Smallwood will also be providing oral testimony of the traditions of the Ojibwe of this area. Lastly, Mr. Smallwood will be teaching Oral History by the use of legends. The fee for each presentation will be \$100. Oral History and testimony will be \$50 per hour due to the uniqueness of such knowledge.

$\$100 \times 2 \text{ presentations} = \200

Fees for testimony at $\$50 \times 2 = \100 .

Gordon Jourdain will be providing Ojibwe Language, Cultural Knowledge, and Cultural Protocol presentations. Mr. Jourdain will be providing oral testimony of the traditions of the Ojibwe of this area and his home Gakijiwanaang. Mr. Jourdain also be teaching Oral History by the use of legends. The fee for each presentation is \$100. Oral history and testimony will be \$50 per hour.

$\$100 \times 2 \text{ presentations} = \200

Fees for testimony at $\$50 \times 2 = \100 .

* Roxanne Delille will be providing Cultural Knowledge, and Cultural Protocol presentations. Ms. Delille will be providing oral testimony of the traditions of the Ojibwe of this area. Ms. Delille will also be teaching Oral History by the use of legends. The fee for each presentation is \$100. Oral history and testimony will be \$50 per hour.

$\$100 \times 2 \text{ presentations} = \200

Fees for testimony at $\$50 \times 2 = \100 .

AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of March, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and John Morrow, 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 March 12, 2014, and shall remain in effect until June 30, 2014, 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.** Mr. Morrow will be providing singing presentations and American Indian cultural presentations. Fee for singing will be paid \$100.00 per session. Fee for cultural presentations will be paid \$50.00 per hour.
3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$1000.00. 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 care of Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to John Morrow, ~~████████████████████~~ HAYWARD, WI

54843

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.

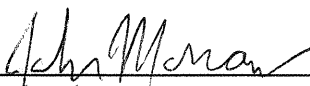

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.


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	 _____ SSN/ Tax Identification Number	<u>3-12-14</u> Date
 _____ Program Director		<u>3/12/14</u> Date

 _____ Director of Business Service / Superintendent of Schools		<u>3/14/14</u> Date
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AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of January, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Jeanne Martin, an independent contractor, herein after 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 January 30-31, 2014, and shall remain in effect until January 31, 2014, 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 Title I, Head Start, School Readiness and Early Childhood Special Education Staff on Using Assessment Data in Preschool Classrooms.*

3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Advertisement for Quotes, Contractor's Quote, and Quote Tabulation;
 3. Contractors Insurance Policy;
 4. Supplementary Conditions and Insurance Requirements; and
 5. Any other documents identified by the District.

4. **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.

5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 2000. Contractors are 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 the TIN is provided.

6. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

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

14. **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 without regard to conflict of laws considerations.

15. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive bidding requirements apply to this Contract, that those requirements apply to the award and performance of this Contract.

The Regulations of the District are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

16. **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.

17. **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.

18. **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.

19. **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:

20. **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.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for the District courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

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

INDEPENDENT SCHOOL DISTRICT NO. 709

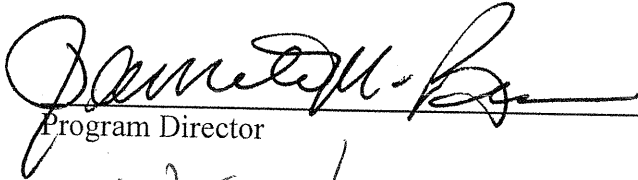
CONTRACTOR


Chair

By

Clerk

Title


Program Director


Taxpayer Identification Number


Director of Business Service

AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of January, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Rebecca Nathan, an independent contractor, herein after 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 January 30-31, 2014, and shall remain in effect until January 31, 2014, 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 Title I, Head Start, School Readiness and Early Childhood Special Education Staff on Using Assessment Data in Preschool Classrooms.*

3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Advertisement for Quotes, Contractor's Quote, and Quote Tabulation;
 3. Contractors Insurance Policy;
 4. Supplementary Conditions and Insurance Requirements; and
 5. Any other documents identified by the District.

4. **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.

5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 2000. Contractors are 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 the TIN is provided.

6. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

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

14. **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 without regard to conflict of laws considerations.

15. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive bidding requirements apply to this Contract, that those requirements apply to the award and performance of this Contract.

The Regulations of the District are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

16. **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.

17. **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.

18. **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.

19. **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:

20. **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.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for the District courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

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

INDEPENDENT SCHOOL DISTRICT NO. 709


CONTRACTOR


Chair


By

Clerk

Trainer
Title


Program Director


Taxpayer Identification Number


Director of Business Service

AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of March, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Nick Hanson, 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 March 12, 2014, and shall remain in effect until June 30, 2014, 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.** Mr. Hanson will be providing singing presentations and American Indian cultural presentations. Fee for singing will be paid \$100.00 per session. Fee for cultural presentations will be paid \$50.00 per hour.

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$1000.00. 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

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.

Mick Hansen _____ [REDACTED] 3/12/14
Contractor SSN/ Tax Identification Number Date

W. H. Hanson _____ 3/13/14
Program Director Date

W. C. Hanson _____ 3/14/14
Director of Business Service / Superintendent of Schools Date

AGREEMENT

THIS AGREEMENT, made and entered into this date: Jan 24, 2014 by and between Independent School District #709, a public corporation, hereinafter called District, and Larry Smallwood, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: (insert as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of February 5, 2014 and shall remain in effect until June 30, 2014, 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.** See attached

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 \$2,000.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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.

INDEPENDENT SCHOOL DISTRICT NO. 709


CONTRACTOR




Contractor



Title

 1/31/14

Program Director



Taxpayer Identification Number
SS#



Director of Business Service

Performance for Contracts

Larry "Amik" Smallwood will be providing an Ojibwe Language, Cultural Knowledge, and Ojibwe traditional game "Bagesewin" presentations. Mr. Smallwood will also be providing oral testimony of the traditions of the Ojibwe of this area. Lastly, Mr. Smallwood will be teaching Oral History by the use of legends. The fee for each presentation will be \$100. Oral History and testimony will be \$50 per hour due to the uniqueness of such knowledge.

$\$100 \times 2 \text{ presentations} = \200

Fees for testimony at $\$50 \times 2 = \100 .

Gordon Jourdain will be providing Ojibwe Language, Cultural Knowledge, and Cultural Protocol presentations. Mr. Jourdain will be providing oral testimony of the traditions of the Ojibwe of this area and his home Gakijiwanaang. Mr. Jourdain also be teaching Oral History by the use of legends. The fee for each presentation is \$100. Oral history and testimony will be \$50 per hour.

$\$100 \times 2 \text{ presentations} = \200

Fees for testimony at $\$50 \times 2 = \100 .

Roxanne Delille will be providing Cultural Knowledge, and Cultural Protocol presentations. Ms. Delille will be providing oral testimony of the traditions of the Ojibwe of this area. Ms .Delille will also be teaching Oral History by the use of legends. The fee for each presentation is \$100. Oral history and testimony will be \$50 per hour.

$\$100 \times 2 \text{ presentations} = \200

Fees for testimony at $\$50 \times 2 = \100 .

AGREEMENT

THIS AGREEMENT, made and entered into this date: 2/14/14 by and between Independent School District #709, a public corporation, hereinafter called District, and Gordon Bourdain, 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 2/14/14 and shall remain in effect until June 30, 2014, 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.** See attached

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 \$2,000.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

8. **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 Edye Howes, 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 Gordon Jordan ~~to [redacted] Rd.~~
Cloquet, MN 55720

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.

INDEPENDENT SCHOOL DISTRICT NO. 709

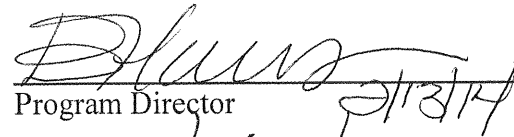
CONTRACTOR




Contractor

Opbnc lang Cultural + Language

Title *Specialist*


Program Director


Taxpayer Identification Number



Director of Business Service

Performance for Contracts

Larry "Amik" Smallwood will be providing an Ojibwe Language, Cultural Knowledge, and Ojibwe traditional game "Bagesewin" presentations. Mr. Smallwood will also be providing oral testimony of the traditions of the Ojibwe of this area. Lastly, Mr. Smallwood will be teaching Oral History by the use of legends. The fee for each presentation will be \$100. Oral History and testimony will be \$50 per hour due to the uniqueness of such knowledge.

$\$100 \times 2 \text{ presentations} = \200

Fees for testimony at $\$50 \times 2 = \100 .

Gordon Jourdain will be providing Ojibwe Language, Cultural Knowledge, and Cultural Protocol presentations. Mr. Jourdain will be providing oral testimony of the traditions of the Ojibwe of this area and his home Gakijiwanaang. Mr. Jourdain also be teaching Oral History by the use of legends. The fee for each presentation is \$100. Oral history and testimony will be \$50 per hour.

$\$100 \times 2 \text{ presentations} = \200

Fees for testimony at $\$50 \times 2 = \100 .

Roxanne Delille will be providing Cultural Knowledge, and Cultural Protocol presentations. Ms. Delille will be providing oral testimony of the traditions of the Ojibwe of this area. Ms. Delille will also be teaching Oral History by the use of legends. The fee for each presentation is \$100. Oral history and testimony will be \$50 per hour.

$\$100 \times 2 \text{ presentations} = \200

Fees for testimony at $\$50 \times 2 = \100 .

AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of , January 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Nick Gosen, 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 January 22nd 2014, and shall remain in effect until May 8, 2014, 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.** Provide Technical Theatre and Stage Manager Services for the Spring Theatre Program for Myers-Wilkins and Lowell Schools.
3. **Background Check .**
Contractor must provide signed permission form for the Myers-Wilkins Community School Collaborative to conduct a background check. The background check will be completed prior to the beginning of the Spring session Theatre Program at Myers-Wilkins and Lowell Schools.
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 \$1,000. 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 dis allowance 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 Bill Hanson, 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 Nick Gosen ~~MS [REDACTED] Duluth, MN 55805~~ 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.

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.

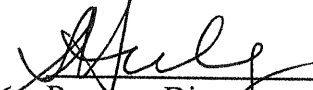
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under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


SSN/ Tax Identification Number

2/25/14
Date


Program Director

2-26-14
Date


Director of Business Service / Superintendent of Schools

3/10/14
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of , January 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Amanda Bush, 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 January 22nd 2014, and shall remain in effect until May 8, 2014, 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.** Provide Music instruction and Stage Manager Services for the Spring Theatre Program for Myers-Wilkins and Lowell Schools.
3. **Background Check .**
Contractor must provide signed permission form for the Myers-Wilkins Community School Collaborative to conduct a background check. The background check will be completed prior to the beginning of the Spring session Theatre Program at Myers-Wilkins and Lowell Schools.
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 \$1,000. 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.
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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 dis allowance 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 Bill Hanson, 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 Amanda Bush ~~109 Maryland Street~~ 55802 Duluth, MN 55811.

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.

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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.

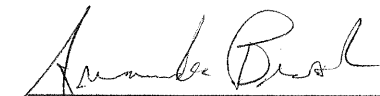
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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.



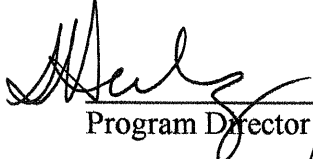
Contractor



SSN/ Tax Identification Number

2-26-14

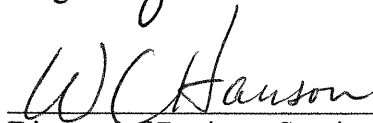
Date



Program Director

2-26-14

Date



Director of Business Service / Superintendent of Schools

3/10/14

Date

**LETTER OF AGREEMENT BETWEEN:
CROWNE PLAZA HOTEL & SUITES MSP AIRPORT AND Duluth Public School**

Date: Wednesday, March 19, 2014

Duluth Public School
Joan Lancour
215 North 1st Ave
East Duluth, GA 55811
Phone: 218 336 8700
Fax:
Email: joan.lancour@duluth.k12.mn.us

Crowne Plaza Hotel & Suites MSP Airport
3 Appletree Square (I-494 & 34th Avenue South)
Bloomington, MN 55425
Nancy Solinger, Senior Sales Manager
Phone: 952-876-8650
Fax: 952-876-8657
Email: nsolinger@cpsuitesmsp.com

RE: Duluth Public School
ARRIVAL DATE: Tuesday, June 10, 2014

Duluth Public School and the Crowne Plaza Hotel & Suites Minneapolis Airport agree as follows:

Signing and returning the enclosed copy of this contract by Monday, March 31, 2014, will agree to these arrangements on a definite basis. If we do not receive a copy of this agreement from you, this letter will be void and the room block and space will be automatically released, at which point dates, rates, and space are no longer guaranteed.

GUEST ROOM ACCOMMODATIONS

This contract applies to the following block of rooms:

	6/10/2014	6/11/2014	6/12/2014
Sgl-Quad	20	20	20

All rates are subject to 14.275% tax (subject to change)

CUT-OFF DATE

The "cut-off date" for accepting reservations into this room block is **Tuesday, May 20, 2014**. Reservations requests received after the cut-off date, or when the block sells out – whichever comes first, will be accepted on a space and rate availability basis.

RATES

We are pleased to confirm the following special net, non-commissionable meeting/convention rates:

Room	Sgl-Quad Rate
Sgl-Quad	\$134.00

GROUP ROOM CONCESSIONS

- 1/50 comp



CONGRATULATIONS! You have qualified for our IHG REWARDS CLUB – Big Rewards Bonus!

Points are offered valid for any event with guest rooms booked by 12/31//14 and conducted by 1/31/15. Points will be awarded upon event conclusion to validate total guest room night pick-up in addition to the standard meeting points.

10 – 49 QUALIFIED TOTAL ROOM NIGHTS	50,000 POINTS
50 – 99 QUALIFIED TOTAL ROOM NIGHTS	150,000 POINTS
100 – 199 QUALIFIED TOTAL ROOM NIGHTS	200,000 POINTS
200 + QUALIFIED TOTAL ROOM NIGHTS	500,000 POINTS

Your IHG Rewards Club Member Number: _____

GUEST ROOM ATTRITION

Hotel is relying on, and Group agrees to provide, a minimum dollar amount of guest room revenue (exclusive of food and beverage charges, meeting room rentals and other non-room charges) which shall be equal to the number of room nights set forth in the Guest Room Accommodation chart times the Group's average room rate (exclusive of taxes). The Hotel will extend a 20% allowance in such expected guest room revenue. Should the Group fall below this amount, the Group will be responsible for the difference between 80% of the minimum guest room revenue set forth above and the actual guest room revenue of the Group, less the guest room revenue (at an agreed upon expected resale value equal to 100% of the Group's average room rate) resulting from any rooms resold by the Hotel. Such amount shall be subject to all applicable taxes, which shall be paid by Group. For purposes of this contract, "rooms resold by the Hotel" refers to the last rooms sold by the Hotel (i.e., if the Group does not utilize 30 rooms from the room block, and 10 rooms were resold by the Hotel, the payment due will be the revenue on the remaining 20 rooms at the groups rate). The Hotel and Group agree that the payment described above is a reasonable estimate of the Hotel's damage resulting from the non-use of the room block and that the agreed rate is a reasonable estimate of the rate which will be achievable at the time of resale, and the payment does not constitute a penalty.

GUEST ROOM BILLING & RESERVATION METHOD

Guaranteed to: master
Room and tax: master
Incidentals: no incidentals billed to guestrooms!
Reservations made by: Rooming List

GUEST ROOM ASSIGNMENTS

Every effort will be made by the Hotel to accommodate requests for specific room types and room locations; however the Hotel is unable to guarantee these requests due to unforeseen circumstances. The following are examples of requests, but not limited to, that the Hotel is unable to guarantee; requests for adjoining rooms, requests for one bed or two, and requests for groups to be located on one floor or nearby each other.

GUEST ROOM BILLING ARRANGEMENTS

All individual travelers are responsible for all charges, unless otherwise specified by the group. Hotel shall honor valid Credit Cards properly tendered for use. For purposes of this contract, "Credit Card" means a credit card issued pursuant to the rules and regulations of American Express, Discover Card, MasterCard, VISA, or any "credit card" for which Hotel provides processing.

GUEST ROOM CANCELATION

Please cancel your room reservations 24 hours in advance to avoid a penalty of one night's room and tax. Cancellation within the specified time does not affect the enforceability of the guest room attrition clause set forth in this agreement.

OUR GUEST SERVICES AND FEATURES

- Guest check-in is 3:00 p.m. and check-out is 12:00 noon

- Complimentary business center with local and 800-access calling, internet service, fax, copier and scanner located on the 2nd floor of the hotel
- Complimentary local and 800-access calls
- Refrigerators and microwaves in every guestroom and suite
- Complimentary hi-speed wireless access in all guestrooms
- Premier fitness center access for all hotel guests in our 3,000 square foot facility, now featuring PRECOR Complete Cardio Theatre equipment located on 3rd floor of the hotel
- Indoor Jr. Olympic saline swimming pool and whirlpool, and sauna located on 1st floor of hotel through 2nd floor entry
- Complimentary 24-hour airport shuttle service, every 30 minutes on demand
 - MSP Airport Shuttle to Hotel Directions: Please follow signs to Ground Transportation to Hotel Pick-up area. Call hotel directly at (952) 854-9000 and tell the receptionist which terminal you are located (Terminal One/Main or Terminal Two/old Humphrey, how many guests are in your party, and they will give you an estimated time the shuttle will arrive. Please look for the **BLACK** Crowne Plaza shuttle as there are many Crowne Plaza's in the area and we want you to come to the right location
- Complimentary Mall of America® shuttle service, during regular mall hours leaving the hotel at the top of every hour starting at 9:00 a.m. and pick up every 10 minutes past the hour until 9:10 p.m. during weekdays and 10:10 p.m. during weekends
- Complimentary on-site parking in blue hotel spots only
- Complimentary USA Today newspaper delivered daily to guestrooms

BILLING ARRANGEMENTS

A credit card authorization form is required to be submitted at the time of contract signing. Payment for your event will be processed prior to your start date. In the event your credit card on file declines, hotel will attempt to contact you, however, final payment is ultimately the responsibility of the group. If payment is not cleared and/or received 3 days prior to your start date, group will be unable to check-in and meeting space will be released.

FUNCTION PAYMENT METHOD

Final payment to be made by Credit Card.

CANCELLATION OPTION

Group may cancel this contract without cause upon written notice to the Hotel at any time prior to the event upon payment of an amount based on the following scale:

90 days to 31 days prior to arrival date	75% of estimated total guestroom revenue, food and beverage and meeting room rental.
30 days or less prior to arrival date	100% of estimated total guestroom revenue, food and beverage and meeting room rental.

The option to cancel is agreed by the parties to constitute the exercise of a contractual option and not a default. Group shall make payment due as a result of cancellation of this contract under this provision to the Hotel at the time the contract is cancelled by written notice.

FORCE MAJEURE

The performance of this Agreement by either party is subject to acts of God, government authority, disaster, strikes, civil disorders, or other emergencies, any of which make it illegal or impossible to provide the facilities and/or services for your meeting. It is provided that this Agreement may be terminated for any one or more of such reasons by written notice from one party to the other without liability.

INSURANCE

The Hotel and the Group shall obtain and maintain and provide evidence of insurance upon request in amounts sufficient to provide coverage for any liabilities which may reasonably arise out of or result from the respective obligations pursuant to this contract.

INDEMNIFICATION

Each party hereby agrees to indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from the gross negligence or intentional misconduct of such party or its respective officers, directors, employees, agents, contractors, members or participants (as applicable), provided that with respect to officers, directors, employees, and agents, such individuals are acting within the scope of their employment or agency, as applicable.

AMERICANS WITH DISABILITIES ACT

Both the Group and the Hotel shall be responsible for compliance with the public accommodation requirement of the American with Disabilities Act as defined by law. The Hotel shall provide, to the extent required by the Act, such auxiliary aids and/or services as may be reasonably requested by Group, provided that Group gives reasonable advance written notice to the Hotel of such needs. Group shall be responsible for the cost of any auxiliary aids and services (including engagement of and payment to specialized service providers, such as sign language interpreters), other than those types and quantities typically maintained by the Hotel.

EQUAL OPPORTUNITY

The provisions of the Equal Opportunity Clause at 41 CFR § 60-1.4(a), 41 CFR § 60-250.4 and § 60-741.5(a) are hereby incorporated as terms and conditions of this contract.

ARBITRATION/DISPUTE RESOLUTION/ATTORNEY'S FEES

Any controversy, claim or dispute arising out of or relating to this Agreement, shall at the option of the Hotel be settled through non-binding mediation or binding arbitration conducted in accordance with the rules of the American Arbitration Association or through an action brought in any court of competent jurisdiction in the State in which the Hotel is located for trial and determination by such court sitting without a jury, under the law of such State in either case. In connection with any such litigation, including appellate proceedings, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. In addition, Group shall be responsible for payment of attorneys' fees and interest associated with the Hotel's effort to collect monies owed under the terms of this Agreement. The parties consent to the exclusive jurisdiction of a court of competent jurisdiction in the State in which the Hotel is located and to service of process outside the State in which the Hotel is located pursuant to the applicable requirements of such court in any matter so submitted to it and THE PARTIES EACH EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY. Any judgment or award rendered by the arbitration as referenced above may be entered in any court in the State in which the Hotel is located having jurisdiction thereof or in any court having jurisdiction over the party against whom judgment is sought to be enforced. Neither party shall under any circumstances be responsible for indirect, consequential or punitive damages.

NOTICE

Any notice required or permitted by the terms of this contract must be in writing. Notice must be sent by certified or registered mail, return receipt requested, or by a recognized overnight courier service with provision for a receipt. Notices shall be deemed effective as of the date shown on the receipt.

WAIVER

If either party agrees to waive its right to enforce any term of this contract, it does not waive its right to enforce any other terms of this contract.

SIGNATURE

This contract, with exhibits attached (if any), constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing signed by Hotel and Group.

The undersigned represent that they are authorized to sign and enter into this contract.

Duluth Public School

W. Chanson

~~Joan Larocheur,~~
Bill Hansen

3/21/14

Date

Crowne Plaza Hotel & Suites MSP Airport

Nancy Solinger, Senior Sales Manager

Date: Wednesday, March 19, 2014

Bill Hansen
3/21/14

Crowne Plaza Hotel & Suites

Three Appletree Square
 Bloomington, MN 55
 Phone 952.854.9000 Fax 952.876.8657



CROWNE PLAZA®

MINNEAPOLIS INT'L AIRPORT
 HOTELS & SUITES

INVOICE

INVOICE #[100]
 DATE: MARCH 17, 2014

TO: DULUTH PUBLIC SCHOOLS

FOR: GUESTROOMS 6/16-19/14 (RTI CONFERENCE)

DESCRIPTION					AMOUNT
45 rooms (15 FOR 3 NIGHTS) at \$117 per night plus tax (\$133.70 per room per night)					\$6,016.50
Publicschools,Duluth	2497650	06-16-14	06-19-14	TDBN	
Publicschools,Duluth	2497647	06-16-14	06-19-14	TDBN	
Publicschools,Duluth	2497645	06-16-14	06-19-14	TDBN	
Publicschools,Duluth	2497652	06-16-14	06-19-14	TDBN	
Publicschools,Duluth	2497654	06-16-14	06-19-14	TDBN	
Publicschools,Duluth	2497655	06-16-14	06-19-14	TDBN	
Publicschools,Duluth	2497641	06-16-14	06-19-14	TDBN	
Publicschools,Duluth	2497653	06-16-14	06-19-14	TDBN	
Publicschools,Duluth	2497646	06-16-14	06-19-14	TDBN	
Publicschools,Duluth	2497644	06-16-14	06-19-14	TDBN	
Publicschools,Duluth	2497651	06-16-14	06-19-14	TDBN	
Publicschools,Duluth	2497648	06-16-14	06-19-14	TDBN	
Publicschools,Duluth	2497642	06-16-14	06-19-14	TDBN	
Publicschools,Duluth	2497649	06-16-14	06-19-14	TDBN	
Publicschools,Duluth	2497643	06-16-14	06-19-14	TDBN	
<i>Ellison</i> <i>3/29/14</i>					
TOTAL					\$6,016.50

AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of March, 2014^{SR} by and between Independent School District #709, a public corporation, hereinafter called District, and Heather Tomczak, 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 March 29, 2014, and shall remain in effect until March 29, 2014 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 programs or services to be performed by contractor)

3. **Contract Documents.** It is understood that this Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Advertisement for Quotes, Contractor's Quote, and Quote Tabulation;
3. Contractors Insurance Policy;
4. Supplementary Conditions and Insurance Requirements; and
5. Any other documents identified by the District.

4. **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.

5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 150,000. Contractors are 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 the TIN is provided.

6. **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.

7. **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, or to seek other damages.

8. **Ownership of Materials.** The District reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, 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.

9. **Independent Contractor.** Both the District and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of the District. 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.

10. **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.

11. **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 _____, 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 _____ (mailing address including Zip Code) _____, Eveleth MN 55734

12. **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.

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

14. **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 without regard to conflict of laws considerations.

15. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive bidding requirements apply to this Contract, that those requirements apply to the award and performance of this Contract.

The Regulations of the District are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

16. **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.

17. **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.

18. **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.

19. **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:

20. **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.

21. **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.

The District shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in at least the amount of \$2,000,000.

22. **Bonding.** Contractor shall provide such Payment and Performance Bonds as may be required, if any.

23. **Representatives of the District.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

<u>District Employee</u>	<u>Position</u>
William Hanson	Director of Business Services

The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

<u>District Employee</u>	<u>Position</u>
Kerry M. Leider THERESA AKERVIK	Property and Risk Manager

24. **Protection of the District.** To the extent that work by the Contractor or others on behalf of the District is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise the District if such work:

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. if the work should be performed in a different manner and whether other work should be performed;
- d. if the District should be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of the District and act to protect those interests and endeavor to guard the District against defects, deficiencies and omissions in the performance of the work.

25. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between the district and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of the District, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, materialmen and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of the District.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for the District courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

Chair

Heather Pomayak
By

Clerk

Art Teacher
Title

Program Director

[REDACTED]
Taxpayer Identification Number

WCHanson
Director of Business Service

Contract with Heather Tomczak – Perpich Center for Arts Education Grant with Duluth Public Schools – Saturday, March 29, 2014

iPad: Heather Tomczak, Chisholm High School Visual/Media Arts Teacher

9:10-10:25am

Provide training to teachers using extended line cubism on sketchbookX app. Art lesson adaptable K-12. Focus on art history of Cubism, color theory, perspective, use of technology.

iPad apps: Heather Tomczak, Chisholm High School Visual/Media Arts Teacher

10:30-11:40am

Provide training for teachers in the use of technology to help students work towards the visual/media arts standards of respond and preset by using Aurasma and Schoology apps.

Stipend to be paid to include planning, prep for training of teachers, presentation of sessions and mileage from Chisholm, MN.

AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of March, 2014 by and between Independent School District #709, a public corporation, hereinafter called District, and Bruce Lansky, an independent contractor, hereinafter called Contractor. Authors in Schools

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 April 29, 2014, and shall remain in effect until April 4, 2014, 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 programs or 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 \$ 1,000.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

8. **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 _____, 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 _____ (mailing address including Zip Code).

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	_____ SSN/ Tax Identification Number	_____ Date
_____ Program Director		_____ Date
_____ <i>WCHanson</i>		<i>3/10/14</i>
Director of Business Service / Superintendent of Schools		Date

Authors in Schools

6110 Blue Circle Drive, Suite 237 | Minnetonka, MN 55343 | 1.800.338.2232 | www.AuthorsInSchools.com

BRUCE LANSKY VISIT CONFIRMATION

Dear Jill Dalbacka,

Thank you for booking Bruce Lansky to visit your school. We are excited that you've invited one of our most popular and loved children's poets, and look forward to assisting you in making your visit a success. Below, we've provided some additional information to help you maximize your time with Bruce.

Visit Confirmation Information

School/Organization: Myers-Wilkins/Lowell Elementary Schools

Date(s): April 29th, 2014

Fee: Full-day visit \$1,000.00 plus travel expenses.

Tips & Procedures

Prior to your author's visit, you may want to read some of Bruce's work. You will find sample poems in your Visit Information Packet. In addition, we recommend you visit one or more of our fun and educational websites for poetry projects and curriculum ideas to help prepare your students for the visit:

- www.PoetryTeachers.com offers easy and interesting lesson plans that include the works of Bruce Lansky!
- www.GigglePoetry.com offers giggle-inducing poems, poetry games and races, and poetry writing exercises for children, all which include Bruce's Lansky's work!
- www.FictionTeachers.com offers creative lesson plans for teaching reading and writing skills, as well as provides ideas for using children's works of fiction in your curriculum.
- www.MeadowbrookPress.com
- At your earliest convenience, please have your Principal/Authorized Representative sign and mail us the enclosed Author Visit Agreement. You may keep this confirmation letter for your own records. **Payment of the Author Visit Fee is due within 10 days after the visit has been completed.** Payment for the visit fee is due to *Meadowbrook Press*, not the author.

After the visit, we'd greatly appreciate you taking a few minutes to fill out and return the enclosed **Speaker Evaluation form** to help us evaluate Bruce's presentation(s) at your library. Your feedback ensures the continued success and quality of our *Authors in Schools* program.

Please enjoy your visit with "The King of Giggle Poetry," Bruce Lansky!

Sincerely,



Thomas Nelson
Marketing Manager
Meadowbrook Press; AuthorsInSchools.com
1.800.338.2232, ext.109
tnelson@meadowbrookpress.com

Authors in Schools

6110 Blue Circle Drive, Suite 237 | Minnetonka, MN 55343 | 1.800.338.2232 | www.AuthorsInSchools.com

BRUCE LANSKY VISIT AGREEMENT

March 3rd, 2014

Lowell Elementary School
2000 Rice Lake Road
Duluth, MN 55811
Attn: Jill Dalbacka

Myers-Wilkins/Lowell Elementary Schools have booked and agrees to host AIS author, Bruce Lansky, for a full-day visit on Tuesday, April 29th, 2014.

Author Visit Fee(s)

Myers-Wilkins/Lowell Elementary Schools agrees to pay Author Fee as selected below. Payment for the visit fee is due 10 days after visit. All checks should be made payable to *Meadowbrook Press*, not the author.

Full-day visit (MN): \$1,000.00

TOTAL: \$1,000.00 plus travel expenses.

Travel Expenses

Myers-Wilkins/Lowell Elementary Schools agrees to pay cost of author's meals and travel expenses during visit (airfare, hotel, rental car, gas mileage, tolls, parking, etc.). Travel arrangements to be made by *Meadowbrook Press*, unless otherwise agreed upon. Payment for all travel expenses is due 30 days after the visit. All checks should be made payable to *Meadowbrook Press*, not the author.

Book Sale Option

50% Non-Returnable Discount Fundraising Option

School wants to hold "pre-sale," in which students order full-price books during weeks prior to visit. School may purchase these pre-ordered books at a 50% discount and resell at profit as a fundraiser. Unsold books may be kept on hand by school for future sales or donated to school library. Meadowbrook Press will honor the 50% discount on future orders after the school visit. Unsold copies may *not* be returned to Meadowbrook Press. School is responsible for all delivery shipping costs.

Meadowbrook Press will provide the school with book order forms, a complimentary set of the author's titles for use in promoting the author visit and as a gift to the school library, and any additional promotional materials (upon request).

School Principal/Authorized Representative Name: Bill Hanson

Signature: Bill Hanson

Date: 3/10/14

Phone: _____

E-mail: _____

Please mail signed visit agreement to Meadowbrook Press within 10 days at:

Meadowbrook Press | Attn: AuthorsInSchools, 6110 Blue Circle Drive, Suite 237, Minnetonka, MN 55343

AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of March , 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Amy Giddings , 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 March 29th , and shall remain in effect until March 29th , 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.**
Imbedding Tech in Elementary Music – Amy Giddings will lead the elementary session training teachers on various tools to imbed technology in the general music classes. Training will include discussion on hardware and software tools as well as including the use of technology in planning and prep of lessons and units.

Amy Giddings will also help lead the Assessment/Evaluation Discussion and Sharing for Music - This session will provide music teachers the opportunity to discuss assessment and evaluation in their music content areas; Band, Elementary/General, Orchestra and Vocal. The time will also include update and sharing on Teacher Evaluation plans for school districts.

3. **Contract Documents.** It is understood that this Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Advertisement for Quotes, Contractor's Quote, and Quote Tabulation;
3. Contractors Insurance Policy;
4. Supplementary Conditions and Insurance Requirements; and
5. Any other documents identified by the District.

4. **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.

5. **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 \$ 100.00 . Contractors are 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 the TIN is provided.

6. **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.

7. **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, or to seek other damages.

8. **Ownership of Materials.** The District reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, 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.

9. **Independent Contractor.** Both the District and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of the District. 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.

10. **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.

11. **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 __Teri L. Akervik__, 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

20. **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.

21. **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. The District shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in at least the amount of \$2,000,000.

22. **Bonding.** Contractor shall provide such Payment and Performance Bonds as may be required, if any.

23. **Representatives of the District.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

<u>District Employee</u>	<u>Position</u>
William Hanson	Director of Business Services

The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

<u>District Employee</u>	<u>Position</u>
Teri L. Akervik	Music/Grant Coordinator

24. **Protection of the District.** To the extent that work by the Contractor or others on behalf of the District is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise the District if such work:

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. if the work should be performed in a different manner and whether other work should be performed;
- d. if the District should be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of the District and act to protect those interests and endeavor to guard the District against defects, deficiencies and omissions in the performance of the work.

25. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between the district and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of March, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Dr. Chris Russell, 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 March 29th, and shall remain in effect until March 29th, 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.**

iPad Tips & Tricks I & II for Music and Media/Visual Art teachers— Two sessions are offered; Level I for Intro/Beginners, Level II for more advanced iPad users. Topics in this session will include app purchasing and management, gestures, keyboard secrets, various settings, importing audio, dealing with images. More advanced topics include apps for assessment, lesson planning and management/storage issues. Dr. Chris Russell will lead this session.

Dr. Chris Russell will also help lead the Assessment/Evaluation Discussion and Sharing for Music - This session will provide music teachers the opportunity to discuss assessment and evaluation in their music content areas; Band, Elementary/General, Orchestra and Vocal. The time will also include update and sharing on Teacher Evaluation plans for school districts.

3. **Contract Documents.** It is understood that this Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Advertisement for Quotes, Contractor's Quote, and Quote Tabulation;
3. Contractors Insurance Policy;
4. Supplementary Conditions and Insurance Requirements; and
5. Any other documents identified by the District.

4. **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.

5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor ___ \$322.75 ___. Contractors are 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 the TIN is provided.

6. **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.

7. **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, or to seek other damages.

8. **Ownership of Materials.** The District reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, 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.

9. **Independent Contractor.** Both the District and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of the District. 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.

10. **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.

11. **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 __Teri L. Akervik__, 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 ~~██████████~~, Prescott WI 54021.

12. **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.

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

14. **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 without regard to conflict of laws considerations.

15. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive bidding requirements apply to this Contract, that those requirements apply to the award and performance of this Contract.

The Regulations of the District are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

16. **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.

17. **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.

18. **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.

19. **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:

20. **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.

21. **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. The District shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in at least the amount of \$2,000,000.

22. **Bonding.** Contractor shall provide such Payment and Performance Bonds as may be required, if any.

23. **Representatives of the District.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

<u>District Employee</u>	<u>Position</u>
William Hanson	Director of Business Services

The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

<u>District Employee</u>	<u>Position</u>
Teri L. Akervik	Music/Grant Coordinator

24. **Protection of the District.** To the extent that work by the Contractor or others on behalf of the District is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise the District if such work:

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. if the work should be performed in a different manner and whether other work should be performed;
- d. if the District should be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of the District and act to protect those interests and endeavor to guard the District against defects, deficiencies and omissions in the performance of the work.

25. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between the district and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of the District, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, materialmen and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of the District.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for the District courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

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

INDEPENDENT SCHOOL DISTRICT NO. 709

Chair

Clerk

Program Director

W. C. Hanson

Director of Business Service

CONTRACTOR

Christopher J. Russell, Ph.D.

By

Private Contractor

Title



Taxpayer Identification Number

AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of March, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Whitney LeGare, 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 March 11, 2014, and shall remain in effect until June 30, 2014, 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.** Will provide tutoring services for students at Laura MacArthur Elementary School involved in the Guys with Ties After School Program. Will provide assistance to Integration Specialists during the PASS Program at Laura MacArthur Elementary School.
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 \$200.00. 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 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: Whitney LeGare, [REDACTED], 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.

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.

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.

Whitney LeGare
Contractor

[REDACTED]
SSN/ Tax Identification Number

3/25
Date

Will Armstrong
Program Director

3/28/14
Date

WC Hanson
Director of Business Service / Superintendent of Schools

3/31/14
Date



FACILITIES MANAGEMENT

Independent School District No. 709

Located at 730 E. Central Entrance

Mailing Address: 215 North 1st Avenue East

Duluth, Minnesota 55802

Construction Management (218) 336-8907

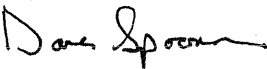
Maintenance (218) 336-8906

Operations (218) 336-8905

Fax (218) 336-8909

Memorandum

To: Kerry Leider
Bill Hanson

From: Dave Spooner 

Date: March 19, 2014

Re: District Wide Chiller Maintenance Agreement

I have reviewed our maintenance practices on our chillers, and believe that we are not performing adequate inspections and preventative maintenance for this equipment. At this point we do not have in-house qualified personnel to perform this task, so I have solicited a quote from JCI to have factory trained personnel perform these tasks in a manner in which I will explain below:

General Information:

Chillers are specialized mechanical equipment in that they require specialized services from people who are specifically trained to work with them. As a district we have made a significant investment in these units, which are required to operate in a consistent manner to allow our displacement ventilation systems to function correctly in weather above 50 degrees. To preserve the longevity and reliability of these systems it is recommended at the very minimum, to perform a spring start up inspection, an operational inspection, and a fall shut down inspection with fluid analysis when required. For some perspective, the average replacement cost for a failed scroll compressor averages as much as \$15K, and the average cost to replace a screw compressor can run over \$20K, depending upon the size of the compressor.

The York Connected Services agreement is a 24/7 monitoring service which contacts us in the event of any safety alarm or lockout situation, and also performs analysis on chiller function to help us to optimize chiller operation and identifies components / configuration which may be causing excessive energy consumption. This data regarding "chiller health" is reviewed with us quarterly or more frequent if requested. Overall this program monitors 51 separate data points.

Agreement Terms:

This agreement is a 5 year agreement, but has the option to cancel 30 days prior to renewal each year. It is my hope that we employ someone in the near future who can be trained to perform these tasks, allowing us to perform these tasks in house.

In this agreement we also have the ability to purchase the maintenance supplies and provide them to the JCI technician, allowing for cost savings.

Contract Recommendations:

I am recommending that we move forward with the annual preventative services as identified for the Spring Inspection, Operation Inspection, and Shutdown Inspection for the York units in the amount of \$9998, and the same annual preventative inspections for the Trane units in the amount of \$5550, and the Connected Services in the amount of \$3500 (York only). This results in a first year annual expense of \$19,048.

Thank you, and please contact me with further questions.

Sample Tasking:

Spring Inspection

The following tasks prepare the chiller for cooling operation with reliability, safety, an efficiency:

1. Inspect the auxiliary equipment operation
2. Check refrigerant levels
3. Check oil levels
4. Check the operation of oil heater and lubrication system
5. Check and test all operating and safety controls
6. Check for proper voltage and starter operation
7. Start the chilled water pumps
8. Start the unit and inspect accuracy of controls and transducers
9. Verify sub cooling and super heat temperatures
10. Verify condenser fans operation
11. Verify proper operation of Variable Speed Drive
12. Inspect and verify proper operations of Chiller Plant Automation System
13. Log operating conditions
14. Review operating procedures with customer

Operating Season Inspections

The following inspection items ensure the chiller is operating reliably and efficiently:

1. Check the general condition and operation of each system
2. Log operating conditions and identify any inconsistencies
3. Adjust operating controls if required
4. Check for proper oil levels and refrigerant charge
5. Check operation of the oil heater and lubrication system
6. Inspect the starter, relays, and controls
7. Inspect condensers for dirt, cottonwood or blockage
8. Verify all pressures and temperatures are proper
9. Verify proper operation of condenser fans
10. Inspect electronics and microprocessor for proper operation and integrity
11. Inspect Variable Speed Drive for proper operation
12. Inspect Chiller Plant Automation Controls for proper sequencing and operation
13. Review operating procedures and owners log

Annual Equipment Shutdown Inspection and Preventive Maintenance

The following tasks are performed once each year during a shutdown period to properly evaluate the equipment and prepare the chiller for the next cooling season:

1. Meg and record motor winding resistance
2. Check the oil level in each system
3. Check refrigerant level in each system
4. Perform an electronic refrigerant leak check of entire refrigeration system
5. Remove an oil sample from each compressor and perform spectra-chemical analysis, including written follow-up report
6. Change all filter-driers
7. Change oil filter
8. Check crankcase heater for proper operation
9. Tighten the power wiring on contactors and in the motor terminal box
10. Inspect all compressor contactors and contacts
11. Inspect all fan contactors, contacts and overload assemblies
12. Inspect all condenser fans for proper operation
13. Inspect all relays, wire terminations, operating controls, and safeties
14. Inspect and calibrate all controls, safeties, slide valve and external interlocks
15. Inspect electronics and microprocessor for proper operation and physical integrity
16. Inspect Variable Speed Drive components and wire terminations
17. Inspect VSD coolant fluid for level and condition
18. Furnish a complete report to the owner with any recommendations for repairs or chiller upgrade options available
19. Inspect Chiller Plant Automation set points, battery back up, alarms and programming

Planned Service Agreement

Customer Name: INDEPENDENT SCHOOL DISTRICT 709
Address: 4405 W 4TH ST DULUTH MN 55807-1446
Proposal Date: 2/13/14
Estimate #: 1-3CXRG4F

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Automatic Renewal

This Agreement takes effect on 04/01/14 and will continue until 3/31/19 ("Original Term"). The Agreement will automatically renew on a year-to-year basis unless the Customer or JCI gives the other written notice it does not want to renew. The notice must be delivered at least thirty (30) days prior to the end of the original term, or of any anniversary period.

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

**JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
PREPARED FOR INDEPENDENT SCHOOL DISTRICT 709**

Price and Payment Terms

- The total Contract Price for JCI's Services during the 1st year of the Original Term is \$9,998.
- o Additional Trane Chiller Service 2 visits per year. \$5,500 for the first year
 - o Additional Connected Services \$3,500 for the first year

This amount will be paid to JCI in quarterly installments. Pricing for each subsequent year of a multiyear original term is set forth in the Supplemental Price and Payment Terms. All payments will be due and payable within 30 days of the invoice date and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services. A penalty of one and a half percent (1.5%) of the amount due per month shall accrue for payments received after the payment due date. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location:

Independent School District 709
215 N 1st Ave E

Duluth MN 55802

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS Inc.

By: Nathanael Opperud

Signature: *Nathanael Opperud*

Title: Service Manager

Date: 2/13/14

Signature:

Title:

Date:

By: *Bill Hanson*

Signature: *Bill Hanson*

Title: CFO

Date: 3/31/14

Customer PO#:

JCI Branch: Duluth Service - 0358

Address: 4627 AIRPARK BLVD

DULUTH MN 55811-5750

Branch Phone: (866) 211-3536