



METRO ECSU To Go: We Deliver!

CONTRACT

Metro ECSU 3055 Old Hwy 8 #302, St. Anthony, MN 55418
 Phone 612-638-1500 Fax 612-706-0811 www.ecsu.k12.mn.us

Date contract developed: November 6, 2013

Desired Outcomes:

District administrators will know how to enter data from principal evaluations into the web based SearchSoft system.

Overview of Services:

Provide 1/2 day follow-up training for district administrators on data entry and management of the web based SearchSoft McREL Balanced Leadership Principal Evaluation System.

METRO ECSU Initial Contact: Julie Frame

Training Facilitator: Chris Correa

E-Mail: Chris.Correa@metroecsu.org

Phone #: 612-638-1533

District/Location of training:

Responsible for Payment:

Eddie Crawford, Asst. Superintendent

Address:

215 N. 1st Avenue East, Duluth, MN 55802

Contact info for contract:

Eddie.Crawford@duluth.k12.mn.us

218-336-8759 X 1930

Therese.Dzuck@duluth.k12.mn.us

X 1093

Assistant to Asst. Supt.

Date	Description	Non-Member Price	METRO ECSU Member Price
11/19/13	½ day training at HOCHS on entering and managing data in the SearchSoft website for McREL Balanced Leadership Principal Evaluation	\$1,800.00	\$1,000.00
		Subtotal	\$1,000.00
		Other	169.80
		Total	\$1,169.80
Additional Materials			
Expenses			
Mileage	Govt. rate per mile roundtrip from Metro ECSU to training site: 300 miles X .565	\$169.80	
Software			

Thank you for your business!

Upon completion of signatures, 50% of the subtotal will be invoiced. Upon completion of the contract, the total balance will be invoiced. Site may cancel workshop at no charge 3 days prior to the date of the workshop. If site cancels less than 3 days from workshop they are responsible for printing costs of prepared materials and \$200 late cancellation fee. This fee is passed on to the consultant. If a site cancels but reschedules at the same time the late fee and printing fee may be waived at the discretion of the consultant and Metro ECSU.

Metro ECSU signature: _____ Date: _____

Customer signature: *Eddie Crawford* *W. Hanson* Date: 11-6-13

AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of November, 2013, by and between Independent School District #709, a public corporation, hereinafter called District, and Community Action Duluth, 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:

- Dates of Service.** This Agreement shall be deemed to be effective as of November 19, 2013, and shall remain in effect until June 6, 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.
- Performance.** Contractor shall provide the following services: Provide necessary background checks for childcare personnel and coordination of services needed which includes: providing childcare related to PASS Workshops, Parent conferences, field trips, etc. (Providing childcare is the time spent onsite with the children). Coordinating childcare services to be provided which includes: phone calls, emails, scheduling childcare providers, and preparation of structured activities for the children. PASS Workshops to take place at designated schools within ISD 709.
- 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.
- 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 \$4,000.00. 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: TIN 41-141-067-0.
- Requests for Reimbursement.** Contractor will be paid in the following manner. Payment by the District will be made in the amount of \$16.50 per hour for providing childcare and \$20.00 per hour to coordinator for preparation and set up/clean up. Payment shall be made upon receipt of invoice received by the district, after services are rendered each week.

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: Community Action Duluth, Attn: Angie Miller, 19 N 21st Ave W, Duluth, MN 55806.

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

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

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

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

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

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

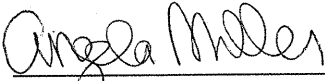
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

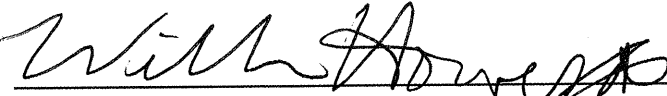
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under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

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

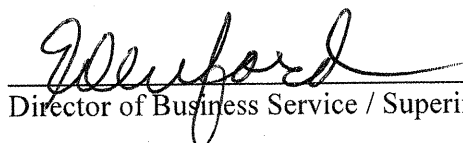
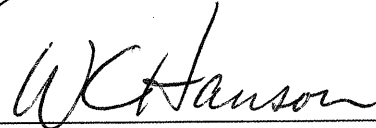

Contractor

41-141-067-0
SSN/ Tax Identification Number

11/13/13
Date


Program Director

11/14/13
Date

 
Director of Business Service / Superintendent of Schools

11/19/13
Date

DECC

DULUTH ENTERTAINMENT CONVENTION CENTER RENTAL AGREEMENT

THE ENTIRE DECC COMPLEX IS A NON-SMOKING FACILITY

In consideration of the fees and covenants herein expressed by the DULUTH ENTERTAINMENT CONVENTION CENTER AUTHORITY, an Authority created by charter by the State of Minnesota, herein referred to as the "DECC" does hereby give permission to the following:

Organization/Company Name: **Duluth Public Schools**
(hereinafter referred to as the "Permittee")

Address: **ALC, 215 N. 1st Avenue E, Duluth, MN, 55802**

Telephone: **218-336-8700, extension 1162**

Contact Name: **Brenda VanDell**

For the Sole Purpose of: **ALC/^{ABE/GED}Unity Graduation**

To use the following specified facilities of the Duluth Entertainment Convention Center on the following day(s):

June 3, 2014 (Tuesday)
Symphony Hall

1. The rent to be paid by the Permittee is in the amount and on the basis and terms as follows:

\$2,540.00 (Two Thousand Five Hundred Forty Dollars and no cents)

Plus the following: ^{*} if needed
Additional Microphone: \$29.00

***DECC Screen/AV Cart: \$50.00**

DECC Upright Piano: \$100.00, plus tuning at current rate

DECC Parking Passes: \$5.00 each, or current rate

Equipment List and Audio-Visual - (Effective 1/2014) or current rates

Catering and/or Exhibit Arrangements by Separate Agreement

2. ~~A \$1,000.00 non-refundable deposit is required seven (7) business days after receiving this contract.~~ Remaining balance will be billed and due upon receipt.
3. All food and beverage must be purchased through the Duluth Entertainment Convention Center. A pre-determined menu is required for all meal functions. The DECC requires that menu selections be made at least four (4) weeks prior to the event.
4. Because the DECC prepares for the number of meals guaranteed, a guaranteed number of meals is required 5 business days in advance. This number is not subject to reduction within this 5 business day period. Permittee will be charged for the number guaranteed, unless additional meals are served. If no guarantee is received, Permittee will be charged for the number on the catering confirmation.
5. Permittee agrees not to use any decorative materials prohibited by city ordinance including, but not limited to, crepe paper (flameproof or not), cellophane (shredded or not), confetti, cornstalks, and helium balloons. Display items may not be affixed to any wall, floor or ceiling with nails, staples, tape or any other substance.

6. Permittee agrees not to stage any act or performance in which fire or flame is involved without first seeking written permission from the Fire Prevention Bureau of the City of Duluth.
7. The DECC will use its best efforts to accommodate the Permittee with specified rooms, however, should the circumstances warrant, the DECC reserves the right to move the event from one room to another. Advance notification will be made should this situation arise.
8. The DECC is a SMOKE FREE BUILDING. We request that only *designated* outside areas be used.
9. Permittee shall indemnify and hold the DECC harmless of and free from any and all loss, damage, or injury to any person or persons, whomsoever, or property arising from the use of described facilities.
10. Insurance is required for any group over 500 people when the event is open to the public. Permittee agrees to obtain, at its own cost and expense, public liability insurance in the sum of not less than \$500,000.00 for each person injured or killed, and not less than \$1,000,000.00 for the injury or death of two or more persons in any one occurrence, and property damage in the sum of not less than \$100,000.00 for each occurrence. All policies of insurance **shall name the City of Duluth and The Duluth Entertainment Convention Center Authority as additional insureds** and shall contain a provision that such policy shall not be canceled without thirty (30) days written notice to the Duluth Entertainment Convention Center Authority. Permittee shall, at the time of the execution of this agreement, furnish the DECC with a copy of said policy or policies, or a certificate or certificates that such insurance has been issued.
11. The DECC is the official exhibit decorator for the Duluth Entertainment Convention Center. The DECC agrees to receive display materials one week prior to the opening of any show. The DECC will utilize reasonable efforts to secure and safeguard said display items while in storage. However, the Permittee shall be fully responsible for such materials while in storage.
12. This contract shall be binding by the DECC and the Permittee, its successors or assignees. The Permittee and the DECC agree that the DECC will not be liable for non-performance of this contract when non-performance is attributable to events beyond reasonable control of the DECC such as acts of God, national emergencies, and inoperable building conditions.
13. Permittee shall not assign or transfer this agreement, or sublet any portion thereof, without the written consent of the DECC. The Permittee herein is an independent contractor and not the agent or employee of the DECC.
14. The DECC reserves the right to refuse the sale or distribution of any or all novelty items or merchandise which the DECC deems offensive or objectionable.
15. The DECC will provide standard room-set per room used, public address system, heat, light, ventilation, air conditioning, building maintenance, janitorial services and building attendant.
16. The City represents, to the best of its knowledge, that the Duluth Entertainment Convention Center meets applicable requirements of the Americans with Disabilities Act (ADA) of 1990 and will hold harmless the Permittee from any claims of violations or non-compliance with the ADA that are beyond the control of the Permittee.
17. The DECC is the official decorator for the installation of exhibit booths, decorations, etc. The DECC and Permittee shall enter separate contract for decorator and convention services. You are welcome to bring in free of charge, any custom booths and custom items from your decorator. However, if they are standard items that we could supply Permittee agrees to pay 50% upcharge on services of any outside decorating firm on what our current year prices would have been. Permittee shall be responsible to Executive Director for any damage to building through erection of such booths or decorations. The DECC agrees to receive display material and equipment one week prior to the opening of any show, however, the Permittee shall hold full responsibility for such material while in storage. The DECC, its employees, or its assigns shall install all electrical outlets and cables to the booth area at the specified rates as established in Electrical Order Form. Permittee agrees to compensate the DECC for any loss of equipment or damage to any wiring, from any cause, to furnish the Permittee the use of the facilities herein described. Permittee further agrees to reimburse the DECC for any loss of equipment or damage to any wiring, from any cause, during the

running of the show excepting that of natural wear of the electrical equipment. The DECC shall furnish the Permittee an inventory of such equipment at time of installation.

IN WITNESS WHEREOF, the DECC has caused these presents to be signed by its Executive Director or Authorized Representative, and the Permittee has executed the same the day and date first written.

Dated this 28th day of October, 2013

DULUTH ENTERTAINMENT CONVENTION CENTER

By: _____

Executive Director
Duluth Entertainment Convention Center
(DECC)



Permittee Signature

CFO

Permittee Title

11/11/13

Date



Habitat Program
Independent School District #709
Duluth, MN 55802

CONTRACT FOR PURCHASE OF CIRCLE OF SECURITY
Clinical Supervision®

This contract, entered into this day September 1, 2013 by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Glen Cooper, LP,** (hereafter referred to as the AGENCY) witnesses that:

WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented of training in the **Circle of Security®**;

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

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:

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

2. The AGENCY shall perform these services electronically to staff at Habitat.
3. The approximate date the service will begin is September 1, 2013, and shall not extend beyond June 30, 2014; the contract not to exceed a total cost of \$6,000.
4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of quarterly/annual billing statement**
5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows:

The Circle of Security® trainer will build upon previous themes learned by Habitat staff in training in Circle of Security Parenting Reflection, Circle of Security Assessment and Treatment Planning. And Circle of Security Preschool and High School Approach. The trainer will provide distance training and ongoing supervision and technical assistance in the Circle of Security® intervention protocol. Central to the supervision will be a focus upon access to a systematic approach for evaluating parental states of mind using the Circle of Security Interview, identifying precise

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

strengths and lynchpin difficulties in parent/child interactions using Ainsworth's Strange Situation, creating specific intervention plans tailored to the unique themes of each parent/child dyad, and supervision of the implementation a detailed protocol addressing core intervention themes. All training will be done within the context of the 'learner-friendly' accessibility provided by the Circle of Security Protocol. The underlying focus will be upon teaching a practical application for intervention with parent/child dyads (birth to five years). Central to this approach will be an emphasis upon differential diagnosis. Supervision will lead to certification as a Circle of Security Provider. Themes central to the training outcomes will include building observational skills via video review; building reflective functioning via video review; and dyadic regulation of affects as the foundation of treatment.

6. Either party may terminate this agreement as follows: Thirty (30) days written notice or upon mutual agreement.

7. Both parties agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

.....
SIGNED:

Glen Cooper
Name of Agency

By Glen Cooper
Authorized Agent

10/16/2013
Date

.....
INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota
W. K. Hanson
C.F.O. Executive Director of Business Services

Date 11/12/13

.....

AMANDA GILDERMAN
AND
DULUTH PUBLIC SCHOOLS, ISD 709

AGREEMENT FOR FREELANCE SIGN LANGUAGE INTERPRETER SERVICES

The following is an Agreement between AMANDA GILDERMAN 5278 S County Road P Poplar, WI 54864-9114, (hereafter referred to as the SIGN LANGUAGE INTERPRETER PROVIDER) and Duluth Public Schools, ISD 709 (hereafter referred to as the DISTRICT). This Agreement shall be effective November 13, 2013 through June 5, 2013.

I. THE SIGN LANGUAGE INTERPRETER PROVIDER AGREES:

- A. To provide INTREPRETING SERVICES, for students with a disability and who have an IEP/IFSP/IIIP documenting the need for such services under contract at the District sites. Services shall be provided as prescribed by the student's IEP/IFSP/IIIP in order to meet the goals as determined by the IEP team.
- B. To provide INTREPRETING SERVICES by a certified Sign Language Interpreter.
- C. Not to exceed forty (40) hours per week of INTREPRETING SERVICES for the District.

II. THE DISTRICT AGREES:

- A. To pay the SIGN LANGUAGE INTERPRETER for INTREPRETING SERVICES at the contract rate of \$80.00 base rate for first two hours, plus \$40.00 per hour after, billed from arrival to departure time. The total of this contract will not to exceed \$15,000.
- B. To remit to the SIGN LANGUAGE INTERPRETER, upon receipt of weekly invoice, the amount due and owing for the services provided.
- C. The Director of Special Services shall supervise the contracted services to ensure that services are provided in accordance with the students' IEP/IFSP/IIIPs.

III. INDEPENDENT CONTRACTOR

Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture or co-partnership between the parties, which are and shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

IV. MINNESOTA DATA PRACTICES ACT

The SIGN LANGUAGE INTERPRETER and the District agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

V. MUTUAL AGREEMENTS

- A. This Agreement shall be effective beginning November 13, 2013 and ending June 5, 2013.
- B. Any modification to this Agreement must be made in writing.
- C. Either party may cancel this Agreement by giving a 7-day written notice of cancellation to the other party.

Agreed to by:

DULUTH PUBLIC SCHOOLS, ISD 709

AMANDA GILDERMAN

By _____
Laura Fredrickson

By Amanda Gilderman
Amanda Gilderman

Title Director of Special Services

Title Freelance Sign Language Interpreter

Date _____

Date 11-13-13

By W.C. Hanson
William C. Hanson

Title Director of Business and Finance

Date 11/19/13

AGREEMENT

THIS AGREEMENT, made and entered into this 1 day of November, 2013, by and between Independent School District #709, a public corporation, hereinafter called District, and Avalon Educational Institute, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of November 1, 2013, 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.** Contractor will provide demonstrations of Martial Arts at various schools throughout the district. Schools include:
 - East High School
 - Denfeld High School
 - Other locations and performance dates are to be determined.
3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$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. **Independent Contractor.** Both the District and Contractor agree that they will act as an

independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

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

9. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail 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: Avalon Educational Institute, 404 W Superior St, Duluth, MN 55802.

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

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

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

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

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

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

16. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such

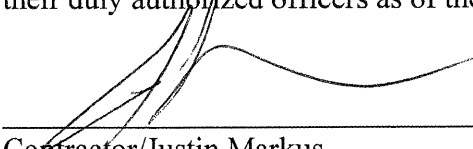
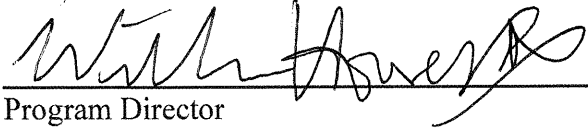
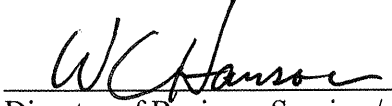
insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

Workers' Compensation Insurance: Contractor must provide 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/Justin Markus	01-0922146 SSN/ Tax Identification Number	11-6-13 Date
 Program Director		11/21/13 Date
 Director of Business Service / Superintendent of Schools		11/21/13 Date

KATHY ALBERIO
AND
DULUTH PUBLIC SCHOOLS, ISD 709

AGREEMENT FOR FREELANCE SIGN LANGUAGE INTERPRETER SERVICES

The following is an Agreement between KATHY ALBERIO, 7764 Albert Road Saginaw, MN 55779, (hereafter referred to as the SIGN LANGUAGE INTERPRETER PROVIDER) and Duluth Public Schools, ISD 709 (hereafter referred to as the DISTRICT). This Agreement shall be effective November 7, 2013 through June 5th 2014.

I. THE SIGN LANGUAGE INTERPRETER PROVIDER AGREES:

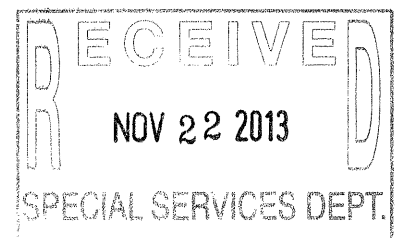
- A. To provide INTREPRETING SERVICES, for students with a disability and who have an IEP/IFSP/IIP documenting the need for such services under contract at the District sites. Services shall be provided as prescribed by the student's IEP/IFSP/IIP in order to meet the goals as determined by the IEP team.
- B. To provide INTREPRETING SERVICES by a certified Sign Language Interpreter.
- C. Not to exceed forty (40) hours per week of INTREPRETING SERVICES for the District.

II. THE DISTRICT AGREES:

- A. To pay the SIGN LANGUAGE INTERPRETER for INTREPRETING SERVICES at the contract rate of \$80.00 base rate for first two hours, plus \$40.00 per hour after, billed from arrival to departure time. The total of this contract will not to exceed \$15,000.
- B. To remit to the SIGN LANGUAGE INTERPRETER, upon receipt of weekly invoice, the amount due and owing for the services provided.
- C. The Director of Special Services shall supervise the contracted services to ensure that services are provided in accordance with the students' IEP/IFSP/IIPs.

III. INDEPENDENT CONTRACTOR

Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture or co-partnership between the parties, which are and shall remain independent contractors with respect to all actions performed pursuant to this Agreement.



IV. MINNESOTA DATA PRACTICES ACT

The SIGN LANGUAGE INTERPRETER and the District agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

V. MUTUAL AGREEMENTS

- A. This Agreement shall be effective beginning November 7th, 2013 and ending June 5th, 2013.
- B. Any modification to this Agreement must be made in writing.
- C. Either party may cancel this Agreement by giving a 7-day written notice of cancellation to the other party.
- D. Two business day/48 hour cancellation notice required for all assignments.

Agreed to by:

DULUTH PUBLIC SCHOOLS, ISD 709

KATHY ALBERIO

By _____
Laura Fredrickson

By Kathleen P. Alberio
Kathy Alberio

Title Director of Special Services

Title Freelance Sign Language Interpreter

Date _____

Date 11/7/13

By WCHanson
William C. Hanson

Title Director of Business and Finance

Date 11/25/13



UNIVERSITY OF MINNESOTA FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT ("Agreement") is entered into effective as of October 29, 2013, by and between the Regents of the University of Minnesota ("University"), a Minnesota constitutional corporation, and ISD 709 ("Licensee"), a independent school district of Minnesota. This Agreement is entered into by University through its Regents.

1. Grant of License. University grants to Licensee a license to use Weber Music Hall (the "Facility") solely for the following purpose(s):

East High School Choral Rehearsal and Concerts (the "Event").

The estimated number of people expected to attend the Event is three hundred fifty (350). Licensee acknowledges and agrees that University, its agents, employees, invitees, licensees and students may use any portion of the Facility for any purpose whatsoever and at any time during the term of the Agreement, provided that such use shall not unreasonably disturb Licensee's use of the Facility as provided in this Agreement. Licensee shall use the Facility in accordance with the terms and conditions of this Agreement, all University policies and rules and all federal, state and local laws, ordinances, rules and regulations.

2. Term. Licensee is permitted to use the Facility only during the following dates and times:

May 29, 2014 8am - 9pm

3. Fee. In addition to any other payment Licensee is required to make pursuant to this Agreement, Licensee shall pay University a fee as described on the attached Exhibit A (the "Fee"). The Fee is non-refundable, unless otherwise provided in this Agreement.

4. Utilities and Services. University shall provide maintenance and services to the Facility in accordance with its routine schedule and standards for the Facility. Licensee shall reimburse University for all additional maintenance and services provided at Licensee's request.

5. Concessions/Novelties; Food; Beverage.

5.1 Licensee shall not sell any concessions or novelties on or in the Facility or on any University property without an executed Sales Permit issued by University, which Permit University may grant or withhold in its sole discretion.

5.2 Food may be served on or in the Facility only with the permission of University, and, if required by University, a permit from University's Department of Environmental Health and Safety.

5.3 Licensee shall not sell, distribute, dispense, advertise or promote any non-alcoholic beverage (or permit any other to do the same) without University's written consent, which consent University may condition, grant or withhold in its sole discretion.

5.4 Licensee and/or its caterer may not serve or sell alcoholic beverages at the Facility, unless Licensee receives authorization from the University, containing such terms and conditions as University, in its sole discretion, deems advisable. Such authorization may be granted or withheld at University's sole discretion.

6. Alterations; Signs; Liens. Licensee shall not redecorate, change or alter the Facility, nor shall Licensee display any signs or advertising in or about the Facility, without the prior written consent of University, which consent University may grant or withhold in its sole discretion. Licensee shall not permit to accrue, and shall indemnify University against and hold University harmless from, any liens for labor or materials provided to Licensee, or claimed to have been so provided.

7. Personal Property. Licensee, not University, is responsible for loss of or damage to any personal property of Licensee, its guests, agents, employees or invitees, located within the Facility or on University property, before, during or after the term of the Agreement.

8. Indemnification. Licensee agrees to defend (with counsel reasonably acceptable to University), indemnify, and hold harmless University from and against all claims, actions, damages, judgments, fines, liabilities, and expenses (including attorney's and other professional fees) arising from or in connection with (i) Licensee's use of the Facility and other University property, except to the extent caused by the negligence or intentional misconduct of University; (ii) the negligent or wrongful acts of Licensee's employees, agents, vendors, contractors, or invitees; or (iii) Licensee's failure to perform or comply with any of the covenants, agreements, terms, provisions, conditions, or limitations contained in this Agreement.

9. Insurance. At least thirty (30) days prior to the Event, Licensee shall provide University with a certificate of insurance or other acceptable evidence of insurance coverage as indicated below. If this Agreement is signed by Licensee fewer than thirty (30) days prior to the Event, Licensee shall submit such evidence of insurance upon the signing of this Agreement.

9.1. Check either (A) (B) or (C) below as applicable:

- (A) Licensee's policy of Commercial General Liability Insurance with a minimum limit of \$1,000,000 per occurrence; or qualified self-insurance subject to approval by University.
- (B) Proof that Licensee has purchased event liability insurance with a minimum limit of \$1,000,000 per occurrence. Licensee may purchase such insurance from the insurer of its choice, or at the following website address: <https://tulip.ajgrms.com> (a pass code will be provided if this option is selected).

- (C) State and other governmental agencies that are self-insured shall provide a letter stating that fact and the coverage limits for such insurance on departmental letterhead.

9.2 Workers' Compensation/Employers Liability, if applicable, to the extent required by law.

9.3 All insurance provided under paragraph 9.1(A) and 9.1(B) shall be written by insurance companies with an A.M. Best rating of A-VII or better and licensed and authorized to do business in the State of Minnesota and shall name the Regents of the University of Minnesota as an additional insured. The policies shall provide that the insurance coverage shall not be canceled, modified or non-renewed before the end of the term of this Agreement without written notice to University. Licensee shall maintain the insurance(s) described in this paragraph for the entire term of this Agreement.

10. Assignment. Licensee shall not assign its rights under this Agreement without University's prior written consent, which consent University may grant or withhold in its sole discretion.

11. Surrender. Licensee shall surrender possession of the Facility to University at the conclusion of the Event in the same good condition as on the date of possession by Licensee. Licensee shall reimburse University for any and all costs University incurs to repair any damage to the Facility or other University property or equipment arising out of or connected with Licensee's use of the Facility, unless such damage is caused solely by University, its officers, employees, agents or representatives.

12. Notices. All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

If to University: University of Minnesota
 c/o Real Estate Office
 Attn.: Senior Real Estate Specialist
 424 Donhowe Building
 319-15th Avenue SE
 Minneapolis, MN 55455-0199
 Facsimile No.: (612) 624-6345
 E-mail: reo@umn.edu

With a copy of
default notices to:

University of Minnesota
Office of the General Counsel
Attn.: Transactional Law Services Group
360 McNamara Alumni Center
200 Oak Street SE
Minneapolis, MN 55455-2006
Facsimile No.: (612) 626-9624
E-mail: contracts@mail.ogc.umn.edu

If to Licensee:

Duluth East High School
Attn: Jerry Upton
2900 E. 4th Street
Duluth, MN 55812
Facsimile No.:
E-mail:

13. License Only; Remedies. Licensee acknowledges that this Agreement represents a grant of a revocable license only, and not an easement or lease. Licensee shall pay to University all of University's damages, costs and fees, including attorneys' fees, caused by Licensee's failure to comply with the terms and conditions of this Agreement. In addition, if Licensee fails to comply with the terms and conditions of this Agreement, University shall be entitled to exercise all other legal and equitable remedies available to University.

14. Limitation of University Liability. IN NO EVENT SHALL UNIVERSITY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, LOST PROFITS OR LIKE EXPECTANCY DAMAGES ARISING OUT OF THE AGREEMENT. UNIVERSITY'S TOTAL LIABILITY FOR BREACH OF THIS AGREEMENT IS THE FEE PAYABLE BY LICENSEE AS SET FORTH IN PARAGRAPH 3 OR IN AN EXHIBIT TO THIS AGREEMENT.

15. Force Majeure. No party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, strikes or other disturbances, including, without limitation, terrorist acts, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party.

16. Use of University Name or Logo. Licensee agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the University or the name of any representative of the University without the written permission of the University in each instance except for the limited purpose of identifying the location of the Event in advertising or other notices for the Event.

16.1 Licensee shall not use or alter University Marks in connection with the Event. Licensee agrees that the following disclaimer shall be prominently placed in all material related to promotion, publicity or advertising of the Event, whether print media, photo, video or web-based, in a font not smaller than the main text of the specific piece:

“The University of Minnesota is not endorsing or sponsoring the activities conducted by ISD 709 on the University of Minnesota campus. The relationship between the University of Minnesota and ISD 709 is solely that of licensor and licensee.”

16.2 Licensee’s failure to comply with this section shall give University the right to immediately terminate this Agreement and Licensee’s access to the Facilities.

17. Copyright Representation and Release. Licensee represents that copies of presentation materials Licensee provides to University, or directs University to copy and distribute to Attendees, and materials that Licensee will present by multimedia at the Event, will only be made from legal copies and that Licensee has the right to make this use of the presentation materials either because Licensee a) owns the copyright; b) has written permission of the copyright owner(s) for this use; c) reasonably believes each use to be fair use pursuant to 17 United State Code § 107, *Limitations on exclusive rights: Fair use*; or d) reasonably believes the material to be in the public domain. Licensee further represents that copyright notices have not been altered and that required attributions are shown. Licensee releases and will hold harmless University, its Regents, officers, employees and agents for copyright infringement arising from Licensee’s presentation materials.

18. Amendments. This Agreement shall be amended only in a writing duly executed by all the parties to this Agreement.

19. Non-Waiver. No waiver by any party of a default or non-performance by the other party shall be deemed a waiver of any subsequent default or non-performance.

20. Governing Law; Forum. The laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Minnesota.

21. Entire Agreement. This Agreement (including all exhibits, if any) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement supersedes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.

22. Exhibits. The terms and conditions of any and all exhibits attached to this Agreement are made a part of this Agreement as if fully set forth in this Agreement. To the extent that any of the terms and conditions of paragraphs 1 – 22 of this Agreement conflict with any of the terms and conditions of the attached Exhibit(s), the terms and conditions of the Exhibit(s) shall control. All capitalized terms in any Exhibit(s) that are not specifically defined in such Exhibit(s) shall have the meanings given them in this Agreement.

IN WITNESS WHEREOF, University and Licensee have executed this Agreement as of the date set forth above.

Regents of the University of Minnesota

Duluth East High School

By: _____
Name: William Payne
Title: Dean, UMD School of Fine Arts
Date: _____

WCHanson
By: *Jerome D. Upton* _____
Name: Jerry Upton
Title: Choir Director
Date: *11/24/13* _____

**EXHIBIT A to
STANDARD USE/LICENSE AGREEMENT
WEBER MUSIC HALL**

The University and the Licensee further agree as follows:

1. Licensee.

1.1 Title of event:	Choir Concert
1.2 Sponsoring organization:	East High School
1.3 Contact person:	Jerry Upton
1.4 Mailing address:	2900 East 4th Street
1.5 City/State:	Duluth, MN 55812
1.6 Telephone:	310-4309
1.7 Email:	

2. Term.

Date: 05/29/14	Start Time: 8:00 am	Stop Time: 9:00pm	Purpose: CN RH	Event Time: 7:30pm
Date:	Start Time:	Stop Time:	Purpose:	Event Time:
Date:	Start Time:	Stop Time:	Purpose:	Event Time:
Date:	Start Time:	Stop Time:	Purpose:	Event Time:
Date:	Start Time:	Stop Time:	Purpose:	Event Time:

3. Fee.

University agrees to provide to Licensee the Facility, equipment and/or services described below at the Licensee's sole cost and expense. Licensee shall use such equipment and/or services at its own risk and shall reimburse University for the cost of repairs necessitated by Licensee's misuse or abuse.

Facility charge.

	Quantity (in days)	Cost	Total
Main hall	1		\$250.00
Warmup room			
Green room			
Dressing room			

Technical charge.

	Quantity	Cost	Total
Sound system without operator			
Sound system with operator 0-6 inputs	X	\$25.00	\$25.00
Sound system with operator 7-24 inputs			
Two track recording	X		NC
24 track recording			
Performance lighting without operator	X	\$25.00	\$25.00
Performance lighting with operator			
Piano			
Staging			
Risers	To be put up by Licensee	NC	NC
Conductor's podium			
Speaker's podium			
Other			

**EXHIBIT A to
STANDARD USE/LICENSE AGREEMENT
WEBER MUSIC HALL**

Other costs.

	Quantity (in hours)	Cost	Total
Weber Hall staff	4	\$15.00/hr	\$60.00
Technical staff		\$15.00/hr	\$
Custodial fee			\$

FACILITY CHARGES	\$250.00
TECHNICAL CHARGES	\$50.00
OTHER COSTS	\$60.00
TOTAL CHARGES	\$360.00

The Licensee shall pay the University a total fee of \$360.00.

The fee is due as follows:

A deposit of \$proof of insurance due on or before 05/29/2014.

A balance of \$360.00 due on or before 05/29/2014.

5. User obligations.

5.1 The licensee shall, in addition to its other obligations described in this Agreement, provide the following:

Box office personnel	<input checked="" type="checkbox"/>	
House manager	<input checked="" type="checkbox"/>	
Ushers	<input checked="" type="checkbox"/>	At least 4 ushers must be provided for each event.
Setup and strike	<input type="checkbox"/>	
Other	<input checked="" type="checkbox"/>	House Manager and Ushers to meet Don Schraufnagel by 5:45 the night of the event.

6. Additional provisions.

6.1 The University shall, in addition to its other obligations described in this Agreement provide the following: None.

ISD 709 East High Schol

Initials

gou *WCH*

Weber Music Hall

Initials _____

AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of November, 2013, by and between Independent School District #709, a public corporation, hereinafter called District, and Michael Vuchetich, 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 November 21, 2013, and shall remain in effect until April 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.** Perform financial and program audits as directed by District staff. Audits to be in accordance with Generally Accepted Auditing Standards for the purpose of expressing an opinion on the District's compliance with internal controls, District policies, and state and federal regulations and laws. Contractor agrees to provide formal reports on internal controls and conditions found and provide recommendations for changes and improvements.
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 at \$21.50 per hour, total contract not to exceed a sum of \$6,450. 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 the TIN is provided.
4. **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.
5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.
6. **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.

7. **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.

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

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

9. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Jody LeBlanc, 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 5425 N. Tischer Road Duluth, MN 55804.

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

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

12. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota without regard to conflict of laws considerations.

13. **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.

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. **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

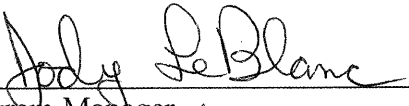
The Contractor shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

<u>District Employee</u>	<u>Position</u>
Jody D. LeBlanc	Finance Manager

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

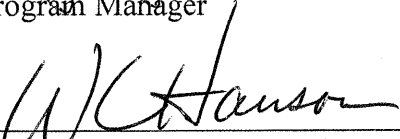
CONTRACTOR



Program Manager



By



Director of Business Service

Title

470-19-1080
Taxpayer Identification Number