



maverick

E N T E R T A I N M E N T

409 George St.
Thunder Bay, Ontario
P7E 5Y9
Toll Free (877)607-4386
Phone (807)623-1222
Fax (807)623 5452

Mobile Function Agreement

Function Date & Type Of Function May 30, 2013 - Social	Confirmation Sent November 26, 2012	Final Confirmation	Linking Function & Date N/A
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This Agreement Is Between **Maverick Entertainment Group** And:

Name: Morgan Park Middle School c/o Bruce Holm	Home:
	Other:
Address: 3215 West 3rd St.	Work: (218) 336-8880 3308
	Fax: (218) 336 8894
City: Duluth, MN	Postal Code: 55811
	E-Mail:

Hereinafter Called the Client

Date of Function: May 30, 2013	Recipient(s) / Organization: Morgan Park Middle School	
Time: 8:00pm - 11:00pm	Dinner Music <input type="checkbox"/>	
Hall Location: Lakehead University Bartley Residence	Room: Manitouwadge Social Center	Address: 955 Oliver Rd.
Type Of Function: Social	A La Carte: Lights & Fog Machine	Booked By: Andre
D.J. Requested: Erik Shedden	Package Option: Weekday Package	No. of Tickets: N/A

- Maverick Entertainment Group Inc. agrees to provide the above services to the CLIENT at the above date, time and location.
- Audio/Video programming will be performed by a member of the Maverick staff as selected by Maverick Entertainment Group Inc. unless otherwise specified at the time of booking. *Maverick Music Services reserves the right to substitute any requested Staff Member without notice.*
- The CLIENT agrees to pay Maverick Entertainment Group Inc. an amount listed below per performance for the above mentioned services; *payable in cash or certified cheque prior to the commencement of each and every performance, less deposit, if any paid.*
- The CLIENT shall pay to Maverick Entertainment Group Inc. a deposit, which shall be *non-refundable* in the event of cancellation by the client.
- Accounts that are not paid on the above date are subject to a \$50.00 processing fee. Overdue accounts are subject to interest at 24% per annum. In the event of cancellation less than sixty (60) working days prior to the above date are subject to a 50% cancellation fee payable the date of cancellation.*

Base Fee	\$	<u>200.00</u>
Extras	\$	
Sub Total	\$	<u>200.00</u>
H.S.T Charged	\$	<u>26.00</u>
	\$	
Coupons & Promotions	\$	
Total Charged	\$	<u>226.00</u>
Deposit	\$	

GST # 89986-5364RC

Deposit Information	Office Use Only
Date of Deposit	
Method of Payment	

X 
per Client

X _____
per Maverick Entertainment Group Inc.

Balance \$

Dated On: _____ Of, 20__





November 26, 2012

Bruce Holm,

Thank you for choosing **Maverick Entertainment Group** as your entertainment supplier for your upcoming celebration May 30, 2013. Rest assured you have chosen a well-trained team of entertainment professionals who have over twenty seven years of experience in the music industry in Thunder Bay as well as Northwestern Ontario.

Please fax/e-mail back your signed contract for confirmation of your booking. The amount owing is due prior to the start of your event. Our regular office hours are Monday – Friday 10am – 5:30pm.

We would like to take this opportunity to thank you for choosing **Maverick Entertainment Group** for being your hosts for your special event.

Sincerely,

President/Chris.Ficek
Operations Manager/Andre.Fitzgerald

PARKING LOT USE AGREEMENT

THIS AGREEMENT made as of the 1st day of October, 2012, by and between The Duluth Congregational Church, Minnesota, a non-profit corporation, CHURCH, and Independent School District No. 709, a public corporation under the laws of the State of Minnesota, DISTRICT;

WITNESSETH, that in consideration of the rent reserved herein and the mutual covenants and conditions contained herein, the Parties agree as follows:

1. The Church hereby agrees, and District hereby accepts and takes, without any obligation on the part of the Church to make any improvements, the shared use of up to Forty (40) parking spaces in the parking lot located at 3833 East Superior St.
2. The term of the Agreement shall be from September 15, 2012 until May 31, 201~~2~~³ or until terminated by either party upon 60 days written notice. WCH
3. As and for payment for the above described shared use, District agrees to pay the Church a reimbursement of the cost of operating and maintenance of the parking lot which cost is agreed to equal the sum of TWO HUNDRED DOLLARS (\$200.00) per month.
4. Church warrants that it has good title to the above described premises and has the right to enter into this joint use agreement, and that so long as District is not in default under this Agreement, the District will be entitled to quiet and peaceful enjoyment of the parking lot premises and shall not be disturbed or interfered with by Church or by any person claiming by, through or under the Church.
5. By entering into this Agreement, District shall not be liable for the payment of any taxes, assessments or other impositions imposed upon said lands, District's liability being solely that for the payment of cost described herein above.
6. Upon the termination of this Agreement through forfeiture or through lapse of time or any other means, District shall surrender its use of the above described premises to Church in as good a condition as received, reasonable wear and tear excepted.
7. District shall name the Church as additional insured upon its policy of liability insurance, and to the extent of such insurance and to the limits therein provided, or to the limits set forth in Minnesota Statute §466.04, whichever limits are greater, agrees to indemnify and save Church harmless from any claims, demands, actions or causes of action arising out of District's use and occupancy of said premises.
8. The use of said parking lot shall be for the shared use of the Church and District from 7:00 a.m. until 5:30 p.m. on weekdays during the term of this Lease. At other hours and times, the Church shall be entitled to the exclusive use of said premises.
9. The use of said parking lot shall be designated for the exclusive use of the Church on occasion during the period of 7:00 a.m. until 5:30 p.m. on weekdays during the term of this Agreement for the purposes of conducting funerals or other special events by the Church providing at least 24 hour advance notice to the District (East High School Principal).

Parking Lot Use Agreement Between

The Duluth Congregational Church and Independent School District No. 709

10. The District agrees that during the term of this Agreement it will provide labor to monitor, pick up and dispose of refuse left in the lot by the District's users during the period from 7:00 a.m. until 5:30 p.m. on weekdays during the term of this Agreement.

11. The District agrees to manage the use of the Church Parking Lot by the District's students and/or other users authorized by the District, thru the issuance of parking permits that shall be visibly displayed in each vehicle that is authorized by the District to park in the lot according to the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CHURCH:


THE DULUTH CONGREGATIONAL CHURCH

BY:  _____

Chuck Voss, Church Moderator

DISTRICT:

INDEPENDENT SCHOOL DISTRICT NO. 709

BY:  _____

William C. Hanson

Director of Business Services



Residency Confirmation

3/14/2012

Suite 304
75 Fifth Street West
St. Paul, MN
55102-1496

tel
(651) 292.3249

fax
(651) 292.3258

www.compas.org

Rachael Kresha
Lowell Elementary School
2000 Rice Lake Rd
Duluth, MN 55811

Christian Adeti
651-558-8964
chrisedeti@hotmail.com

This memorandum confirms that the writer/artist mentioned above will be conducting a COMPAS residency in your school during these dates:

2/11-15/13

Schedule: If you haven't already, **please prepare a schedule for the residency** using the enclosed form. Send a copy to us at least four weeks beforehand. We will make a copy and give it to the artist.

Contracts: Please **complete and return just one to our office.** 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.

The writer/artist should be contacting you before the residency to touch base, go over any particular interests or concerns, and to finalize any necessary details. You may also contact the artist directly using the telephone number and/or e-mail listed above.

We have a "How to Organize a Residency" packet to answer any questions you might have regarding the planning process. If you would like this information, please let us know.

If you have any questions, problems or requests regarding the residency, please contact Daniel Gabriel, Director of Arts Programming at 651-292-3254 or Daniel@compas.org.

Thank you for working with COMPAS!

"COMPAS is a fiscal year recipient of an organizational support grant from the Minnesota State Arts Board. This activity is funded, in part, by the Minnesota arts and cultural heritage fund as appropriated by the Minnesota State Legislature with money from the vote of the people of Minnesota on November 4, 2008."

affiliated with the Young Audiences Arts for Learning network

**Memorandum Of Agreement
2012-13 School Year**



affiliated with the
Young Audiences Arts for Learning network

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.

Christian Adeti 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 \$ \$1700.00, 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: 2/11-15/13

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:


 _____ Date 07 02 2012
 Robert Arthur Olsen, Executive Director
 COMPAS


 _____ Date 11/8/12
 Authorized Program Site Official Signature

Bill HANSON CFO
 Name and Title (Typed or Printed, Please)

 Program Site Name Telephone Number

 Program Site Address City, State, Zip

FY:	Contract #:	Cost Center:	Obj Code:	Amount:	PSFO #:	PO #:
13		328112	9182	\$4,750.00		N/A

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
LAKE SUPERIOR COLLEGE
CUSTOMIZED TRAINING INCOME CONTRACT

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

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

Title of Instruction/Activity/Service: Hire ABE instructor to work on FasTRAC project
Dates of Training and Development: July 1, 2012 – March 31, 2013
Instructor/Trainer/Consultant: Keri Rakes/Jody Langseth

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

III. SITE OF INSTRUCTION/ACTIVITY: TBD

IV. CONSIDERATION AND TERMS OF PAYMENT:

A. Cost: Cost of Instruction/Activity/Service: Not to exceed \$4,750.00

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

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

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

V. AUTHORIZED AGENTS FOR THE PURPOSES OF THIS CONTRACT.

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

VI. TERM OF CONTRACT.

A. Effective Date: July 1, 2012

B. End Date: March 31, 2013 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

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

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

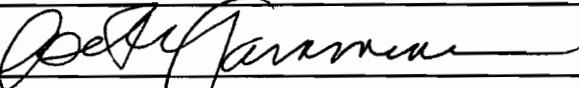
IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

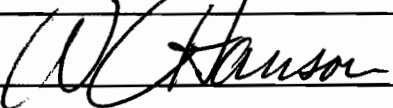
APPROVED:

1. CONTRACTOR:

CONTRACTOR certifies that the

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

By	
Title	Adult Learning Center Coordinator
Date	11/12/12

By	
Title	CFO
Date	11/13/12

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

By	
Title	Executive Director Workforce & Community Development
Date	

**Duluth Public School District
AND
Sheila Merzer, M.A.,L.P,**

**AGREEMENT FOR PURCHASE OF SERVICE FOR
AUTISM CONSULTATION**

The following is an Agreement between *Sheila Merzer*, (hereafter referred to as The Consultant) and Duluth Public Schools. This Agreement shall be effective *November 1, 2012 – June 30th 2013*.

I. The Service Provider Agrees:

- A. Services provided by the consultant will be for the purpose of consultation and coaching to special education teachers working with students with autism spectrum disorders.
Specifically the services may include:
- Positive Behavior Support
 - Interventions
 - Modifications/Accommodations of Curriculum
 - Assistance with Autism Evaluations
- B. The consultant will provide the school district a copy of the service provider's appropriate professional credential(s).
- C. Not to exceed 5 days of The Consultant's services.

II. Duluth Public Schools Agrees:

- A. To pay The Consultant at a maximum rate of \$875 per day plus expenses to include Mileage (at current federal rate) and Hotel.
- B. To remit to the Consultant, upon receipt monthly invoice, the amount due and owing for the services provided.
- C. The Director of Special Education at Duluth Public Schools shall supervise the contracted services to ensure that services are provided in accordance with students IEPs.

ADDITIONAL CONDITIONS

1. The Service Provider and Duluth Public Schools will comply with all state and federal reporting requirements. The Service Provider and Duluth Public Schools will comply with MN Government Data Practices Act, Minnesota Statutes Chapter 13, as applied to all data.
2. The Consultant will consent to disclosure of its social security number, federal employer tax ID number and/or Minnesota Tax ID number already provided to the district.

3. The numbers may be used in the enforcement of federal and state laws resulting in action requiring the contractor to file tax returns, pay delinquent taxes or other state liabilities.
4. Services must be provided to the satisfaction of the Duluth Public Schools and not in violation of any federal, state or local laws, ordinances, rules and regulations. The Service Provider will not be paid for work considered in violation of any of those laws or if work is found unsatisfactory.

CANCELLATION

This agreement may be cancelled by The Service Provider or Duluth Public Schools at any time, with or without cause, upon 30 days written notice. In the event of such a cancellation, the contractor shall be entitled to payment, determined on a pro rata basis, for work performed to Duluth Public Schools satisfaction.

AMENDMENTS

Amendments must be in writing and indicate approval by both parties to the amended terms.

STATE AUDIT

The books, records, documents and accounting procedures of the contractor and its employees relevant to this agreement must be made available by the STATE for a minimum of 6 years from the end of the agreement.

LIABILITY

The contractor agrees to indemnify, save and hold the district/agency; its employees harmless from any and all claims or causes of action, including attorney's fees incurred arising from the performance of this agreement by the contractor and its agents or employees.

Agreed to by:

Shelia Merzer

**Duluth Public Schools
ISD 709**

By Shelia Merzer, M.S.P.

By AK Hanson

Title Consultant / Licensed Psychologist

Title CFO

Date 11/9/12

Date 11/13/12



Memorandum of Agreement

Fiscal Year 2012-13

This agreement, by and between COMPAS, Inc. (hereafter "COMPAS"), and Lowell
Elementary (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. Kenna-Camera-Cottman 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 \$ 1700.00, 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.

Please send a copy of this schedule to COMPAS at least 4 weeks before the residency! We will give a copy to the artist. Please use the back for additional information.

Artist Kenna-Camara Gottman

School Lowell Elementary

Contact Rachael Kresha, Jerry Maki

Address 2000 Rice Lake Road

School Phone 218-336-8895

City/State/Zip Duluth, MN 55811

Alternate Phone 218-721-2298

Residency Dates Nov 5th - Nov 9th 2012

E-mail rachaelkresha@gmail.com or Wed

For each class, please list:

Staff In-service Date/Time: Nov 7th 2:30-3:00 pm

- ⊙ The name of the teacher
- ⊙ The grade level and class size
- ⊙ The meeting time and the location

Where should the artist check in on the first day?

School office, ask for Rachael Kresha

Community Event Information:

School Assembly 1:15 - 1:50 pm Large Lowell Gym

Family Night
Nov 8th 4-6 pm

	Monday <u>Day 2</u>	Tuesday <u>Day 5</u>	Wednesday <u>Day 4</u>	Thursday <u>Day 5</u>	Friday <u>Day 6</u>
1st Class	Large Gym 8:00-9:00am Mrs Westerberg 5th grade 31 students	8:00-9:00am Mrs Westerberg 5th grade Boost up Gym	8:00-9:00am Mrs Westerberg 5th grade Boost up Gym	Large Gym 8:00-9:00am Mrs Westerberg 5th grade	Large Gym 8:00-9:00am Mrs Westerberg 5th grade
2nd Class	Large Gym 9:00-10:00am Mrs Dalbacka 5th grade 33 students	9:00-10:00am Mrs Dalbacka 5th grade Boost up Gym	9:00-10:00am Mrs Dalbacka 5th grade Boost up Gym	Large Gym 9:00-10:00am Mrs Dalbacka 5th grade	Large Gym 9:00-10:00am Mrs Dalbacka 5th grade
3rd Class	Large Gym 10:15-11:15 am Mrs Sullivan 3rd grade 31 students	10:15-11:15 am Mrs Sullivan 3rd grade Boost up Gym	10:15-11:15 am Mrs Sullivan 3rd grade Boost up Gym	Large Gym 10:15-11:15 am Mrs Sullivan 3rd grade	Large Gym 10:15-11:15 am Mrs Sullivan 3rd grade
4th Class	Large Gym 12:00-1:00 pm Mrs Meyers 3rd grade 31 students	12:00-1:00 pm Mrs Meyers 3rd grade Boost up Gym	12:00-1:00 pm Mrs Meyers 3rd grade Boost up Gym	Large Gym 12:00-1:00 pm Mrs Meyers 3rd grade	Large Gym 12:00-1:00 pm Mrs Meyers 3rd grade

AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of August 2012, by and between Independent School District #709, a public corporation, hereinafter called District, and Grant Community School Collaborative, 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 August 27th 2012, and shall remain in effect until May 27th, 2013, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**

Program Description: The Art and Science of Us

Location: Congdon Park School (former Woodland Middle School site)

Schedule: Meets Monday and Wednesday afternoons
2:30-5:00 p.m. October 2012-May 2013

Program goals:

1. Provide high-quality academic and arts enrichment for a group of 60 Nettleton and Congdon Park students.
2. Explore topics of culture, race, and the human organism through highly engaging arts, theatre, and science activities in an after-school setting.
3. Provide relationship-building opportunities for students and families of Congdon Park and Nettleton schools through participation in after-school and family evening programs.

Outcomes for Participants:

1. Student participants will develop robust vocabulary, knowledge, and skills in their chosen class topics.
2. Students, families, staff, and volunteers involved in this program will build supportive relationships and common understandings about building positive intercultural relationships.

Program Design:

Beginning in October of 2012, approximately 60 students (30 each from Nettleton and Congdon Parks schools) will participate in after-school enrichment classes together. Students will have a choice of a science-based or performing arts-based class. Each of the classes will meet for 10-12 weeks twice per week.

The program will conclude in May with a theatrical performance and science-based exhibit.

The Program Coordinator and an Americorps member will be responsible for orchestrating the logistics of busing Nettleton students to Congdon Park School on Monday and Wednesday afternoons, providing a nutritious snack, and program support for the students, families, instructors, and volunteers involved in this program.

Instruction and coaching will be provided by community instructors and EXCEL teachers with assistance from work-study students and college/community volunteers.

The GCSC will be responsible for maintaining program fidelity in accordance with the specified outcomes and implementation design. Appropriate assessment tools for measuring outcomes and reporting results will be the responsibility of the GCSC in partnership with Nettleton and Congdon Park administrators. A final report and will be submitted to ISD #709 Administration at the conclusion of this contract.

GCSC will be responsible for recruitment, training, support and compensation (through funds requested in this contract) of the project coordinator and contracted instructors. The GCSC will also purchase (using funds requested in this contract) supplies required for the program. ISD#709 will be responsible for the costs of transportation.

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 \$ 24,4000 . Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

4. Requests for Reimbursement. Contractor shall request reimbursement on a monthly basis, using the District Invoice attached as Attachment A. This invoice must be submitted within 30 days of the end of the month being billed for.

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

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

7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of _____, 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: Grant Community School Collaborative, 108 East 6th Street, Duluth, MN 55805 Attn: Kathy Bogen, Executive Director.

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

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

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

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

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

14. **Insurance.** (If applicable)

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

Chair

Title

Clerk

Title

Math J. Berg
Program Director

W C Hanson
Director of Business Service

41-2002724 - Fed EIN
Taxpayer Identification Number

7617314 - State