



better work, better life

To: William Hanson, Director of Business Services
Duluth Public Schools
215 N 1st Ave E
Duluth, MN 55802

TERMS & CONDITIONS

Staffing Services. Adecco will recruit, interview, select and hire assigned employees ("Associates") who, in Adecco's judgment, possess the qualifications you request. Adecco will pay Associates weekly for time worked as submitted on time records verified and approved by your authorized representative. Adecco shall report and pay the employer's share of state and federal taxes, workers' compensation, FICA, and unemployment insurance for compensation paid to them and will submit required tax withholdings.

Rates and Charges. Adecco's standard pricing provides for emailed invoices, Web Time approval system, full Adecco interview and standard Adecco assessments for each Associate at time of first assignment. Rates reflect a cash/cash equivalent discount of 3%. Adecco may change rates on 30 days' written notice, including increases due to higher or newly imposed government-mandated costs (such as required wage, payroll tax, insurance premium, assessment, contribution, benefit or fee). Overtime will be billed by applying the same multiple to the straight time bill rate as Adecco is legally required to apply to the Associates' pay rate (usually 1.5). You will be billed for applicable sales, use, excise, value-added, and other like taxes on our Services. A minimum of 4 hours per day will be charged for each Associate. You agree that Adecco may confirm the addition of a new rate or skill classification to this agreement by email, with no further writing necessary. Further charges will apply for non-standard services. Adecco will invoice you weekly for compensable time worked by Associates; payment is due in full upon receipt. We will work with you to resolve any invoice disputes made within 60 days of invoice date.

Customer Responsibilities. You are responsible for the supervision and safety of Associates while on your premises including compliance with federal and state laws, including OSHA. You agree to bear the risks of allowing Associates to handle cash (including electronic transactions), checks, keys, credit cards, merchandise, negotiable instruments, or confidential information or to be permitted to travel or operate motor vehicles or equipment, and you shall defend and hold harmless Adecco from these risks. Associates are not authorized to bind Client or Adecco, to render professional opinions, or to sign their names or Adecco's name to financial statements or tax returns. You agree not to permit Associates to climb or operate 8 feet or more above the ground or manually lift objects greater than 50 lbs. per person. You agree not to change an Associate's assigned duties without Adecco's prior approval. You agree to provide Associates with meal and/or rest breaks required by law. Time must be approved no later than 2pm Tuesday following the Sunday work week end; if not, hours submitted are deemed approved. For hours entered after midnight Sunday, you will receive an email notification for approval to be made within 24 hours. You shall notify Adecco if any positions filled under this Agreement are or become subject to a Wage Determination, federal or state prevailing wage, living wage and/or special fringe benefit requirements, including but not limited to the Service Contract Act. You acknowledge that Adecco relies solely on your job descriptions in making exempt/non-exempt pay classifications, and you shall ensure that the functions and duties actually performed by Associates are accurately reflected in the job descriptions.

Hiring of Associates. You agree to compensate us for "converting" a current or recent Associate. A conversion occurs when you obtain the services of our Associate either by 1) directly hiring the Associate onto your payroll, or 2) by assignment, arrangement or contract from a source other than Adecco and 3) the Associate was on assignment to you by Adecco anytime within the preceding 90 days. If you choose to convert an Associate, the fee structure on the following page applies.

Miscellaneous. Except as otherwise provided herein, all changes to this Agreement must be in writing and signed by both parties. Each party's liability under this Agreement, if any, is limited to direct damages and to the risks and responsibilities inherent in that party's business or activity. WEB TIME SERVICES ARE PROVIDED "AS IS", AND WITH ALL FAULTS. ADECCO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH WEB TIME, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS. Client's sole remedy, and Adecco's aggregate liability with respect to WebTime, shall not exceed \$100. Any terms contained in any other document between the parties shall not supersede this agreement unless specifically agreed to in writing by the parties. Either party may terminate the active staffing relationship at any time; after termination, these Terms and Conditions will continue to govern the parties' rights and obligations regarding the services and work performed before the termination.

REQUESTED SKILL CLASSIFICATIONS

Adecco's rates are based on fair and competitive pay rates to attract and retain quality employees and may vary according to client's requirements. These rates are based on Adecco's standard services and reflect a cash/cash equivalent discount of 3%. Adecco reserves the right to increase these rates due to increased or new government-mandated costs (such as a required wage, minimum wage, payroll tax, insurance premium, assessment, contribution, benefit, or fee). Payment terms due upon receipt.

SKILL CLASSIFICATIONS Bill Rate Range

Accounting Clerk	\$19.50 - \$19.50
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[1] If lifting is required, workers' compensation classification may vary and will impact bill rate.

CONVERSION / TRANSFER FEE

You agree to compensate us for "converting" a current or recent Associate. A conversion occurs when, by direct hire or by assignment, arrangement, or contract from a source other than Adecco, you obtain the services of a person who, anytime within the preceding 90 days, was on assignment to you from Adecco. The general conversion cost is 30% of the person's annualized pay in his or her new employment. However, if the conversion is by your direct hire of the person, the following discounted cost applies instead:

Total hours (rounded up) billed to you for the converted person's work in the 365 days preceding the conversion	Cost of conversion: percentages are of the person's annualized pay in his or her new employment
1 - 160	30%
161 - 480	25%
481 - 960	20%
961 - 1440	15%
1441+	\$1,500

ASSOCIATE GUARANTEE

If for any reason you are dissatisfied with an Associate's qualifications and notify Adecco within the first 8 hours of the assignment, you will not be charged for the hours worked by the Associate. Adecco will make reasonable efforts to provide a replacement. This guarantee is your sole remedy for dissatisfaction with an Associate's qualifications, performance or conduct.

BACKGROUND CHECK

Adecco provides discount pricing for background screenings through Lexis Nexis. Client will pay for the cost of all background checks at the cost of the check. Costs are determined by type of background check required.

ADDITIONAL TERMS

Blank area for additional terms.

WC Hanson
Signature of Client's Authorized Representative

Bill Hanson
Print Name

3/4/13
Date

Signature of Adecco's Authorized Representative

Print Name

Date





better work, better life

Client Set Up Confirmation

CLIENT NAME: Duluth Public Schools

In order to provide you with the best service, please review the Client Set Up information below outlining our servicing terms and notify your Adecco Representative of any necessary changes. Thank you.

Time Capture:

- Web Approval (Standard - Client agrees to abide by Adecco's Terms of Web Approval)
- Other (Additional charges may apply)

Invoice Delivery:

- Email (Provide address): Roberta.Evanson@duluth.k12.mn.us
- Other (Additional charges may apply)

Remittance

- Check
- EFT (Requires implementation period)

Tax Exemption

- Tax Exempt
- Direct Pay Permit
- Resale Certificate

Please provide us with any invoicing or reporting requirements in the space provided below:

AdeccoClub Yes No

AdeccoClub is a web based management tool exclusively provided by Adecco. AdeccoClub allows you, the client, to go to one place for ordering, invoicing information and valuable Usage and Headcount reports. (Requires implementation period)

Client Billing Information:

Accounts Payable Contact Information:

Attn To	Peggy BlMack
Title	AP Mgr
Street Addr	121 N 1st Ave E
Suite #/Floor	321
Mail Stop	
City	Duluth
State	MN
Zip	55802
Phone	218 336 8701
Email	

Bill To Information:

Attn To	Same
Title	
Street Addr	
Suite #/Floor	
Mail Stop	
City	
State	
Zip	
Phone	
Email	



Screenings included with placements at no additional cost:

- Employment Verification: A previous employment verification completed by Adecco
- E Verify: Government funded web-based tool for businesses to verify **both** the SSN and eligibility to work of every new employee. It matches basic information from the I-9 form to the Social Security Administration (SSA) Database and the Immigration and Customs Enforcement (ICE) database. Current employees cannot be screened through E Verify due to program restrictions.

Additional Drug and/or Background Screening Requirements (Additional charges apply):

Criminal

National Criminal Record File (NCRF) The National Criminal Record File (NCRF) is a comprehensive search of multiple criminal record sources, including Federal Fugitive files, State and County Criminal Record Repositories, ChoicePoint proprietary record information, prison parole and release files and other state agencies. Coverage years vary between the databases, but there is at least 7 years of data on the NCRF.

County Felony

- Residences for the past 3 years current and previous names
- Residences for the past 7 years current and previous names
- Other

Other 7 year Misdemeanor check w/Felony

Drug Test

- 6 panel oral (Oral tests not available in: CA, KS, LA, MD, ME, MN, MT, NV, NY, OK, OR, PR, VT)
- 10 panel oral (Oral tests in NC: only permitted for new applicants of Adecco)
- 9 panel urine
- Other

Education Verification

- Highest Degree Earned
- High School/GED
- Other

Third Party Employment Verification

- Last Employer
- Last 2 Employers
- Other

Motor Vehicle Search

OFAC (Terrorist Watch List)

Professional License Verification

- List licenses to be verified

Credit Report

Reference Check

- 1 Reference
- 2 References

Sex Offender Registry (not available in California, Massachusetts and Nevada)

Social Security Number Trace (See Screenings included with placements at no additional cost for E Verify description)

Drug Enforcement Administration (DEA) List

Department of Health & Human Services (DHHS) Databank

Federal Drug Administration (FDA) Sanction

General Service Administration (GSA) List

Please provide us with any other specific requirements for your additional drug and/or background screenings:

Backgrounds billed back at cost

Approved by:

WCHanson

Signature of Client's Authorized Representative

BILL HANSON

Print Name

3/4/13

Date



REMITTANCE INFORMATION

When paying our invoices, please include the remittance stub. If you are unable to include the remittance stub, please provide the invoice number and amount or assignment employee social security number and week ending date.

Any questions regarding your invoice should be directed to:

Name: Theresa Dahlheimer
Phone: 218-720-3265
Email: theresa.dahlheimer@adeconna.com

Our Remittance address is on the invoices directly, however for your convenience we are providing our lockbox addresses. Lockboxes are assigned geographically, as follows:

Chicago, IL Customer Area

Adecco Dept CH 14091 Palatine, IL 60055-4091	Alabama	Illinois	Mississippi	South Dakota
	Alaska	Indiana	Missouri	Tennessee
	Arizona	Iowa	Montana	Texas
	Arkansas	Kansas	Nebraska	Utah
	Colorado	Kentucky	New Mexico	Washington
	Florida	Louisiana	North Dakota	Wisconsin
	Georgia	Maryland	Oklahoma	Wyoming
	Idaho	Minnesota	Oregon	

Pittsburgh, PA Customer Area

Adecco PO Box 371084 Pittsburgh, PA 15250-7084	Connecticut	New Hampshire	Rhode Island
	Delaware	New Jersey	South Carolina
	Dist. of Columbia	New York	Vermont
	Maine	North Carolina	Virginia
	Massachusetts	Ohio	West Virginia
	Michigan	Pennsylvania	

Los Angeles, CA Customer Area

Adecco Dept LA 21403 Pasadena, CA 91185-1403	California
	Hawaii
	Nevada



Piedmont Elementary School

2827 Chambersburg Avenue, Duluth, MN, 55811. (218)336-8950 Fax (218)336-8954
...a community dedicated to life-long learning...


Date: February, 2013

This agreement is between Staci Gilpin and Piedmont Elementary School.

Staci will continue working with a group of Piedmont Elementary School staff members developing a school-wide behavior expectation plan. She will

- *Assist Team to plan 15-30 minute early release activities.*
- *Meet with Behavior Team for 4 additional meetings during the 12-13 school year.*
- *Meet with the Behavior Team for 1 full day in the spring and 1 full day in the summer of 2013 to evaluate behavior plan's success during the 12-13 school year and develop future goals for the Piedmont Behavior Plan.*

Piedmont Elementary School agrees to pay Staci a consulting fee of \$1500.00 for this work.



Staci Gilpin

Date: 2/12/13



ISD 709 Representative

Date: 3/4/13



Group Booking Confirmation

Rental ID Number Booked By

Renter's Information:

School Contact Name
 School Name
 Address
 City
 Province
 Phone Number
 Fax Number
 Email Address

Theatre Detail:

Date Form Completed
 Theatre Name Number
 Theatre Address
 City
 Province
 Postal Code
 Phone #
 Fax #
 Contact Person

Booking Details:

Theatre Booking Date
 Booking Start Time
 Booking End Time
 Doors Open At
 Title of film
 Minimum Number of Guests:
 Estimated Number of Guests

Please plan to arrive at the theatre at time specified above. The screening will begin promptly at the time stated above

Box Office Packages:

Quantity	Description	Cost	Total
130	Group Child Admission Price	\$4.20	\$546.00
14	Group Adult Admission Price	\$6.00	\$84.00
6	Estimated # of Free Chaperone(s)	\$ 0.00	\$ 0.00
Summary:			\$630.00

**Contract is based on an estimated attendance and not the actuals. You will be charged the actual amount at the theatre on the day of your event. If more than 10% increase of attendees, we cannot guarantee availability of seats. Please contact 1-800-313-4461 to make changes at least 3 days in advance of event.*

Concessions:

Concession Open?

Quantity	Description	Cost	Total
0	Kids Combo - includes jr. drink, jr popcorn and treat	\$5.00	\$0.00
0	Regular Pop and Popcorn	\$8.00	\$0.00
Summary:			\$0.00

**must pre-purchase minimum of 25 for discount and be confirmed at least 3 days in advance of event.*

Contract Summary	Box Office Packages	\$630.00
	Concessions	\$0.00
	Auditorium Rental Fees	\$0.00
	Film Rental Fees	\$0.00
	GST (on Rental Fees)	\$0.00
Event Total		\$630.00

Comments
 For groups during regular showtimes; Booking a group reserves tickets to the above stated film but does not reserve seats in the theatre. Please ensure that you arrive no later than 30 minutes prior to the start of the showtime to pick up your tickets and select your seats in the theatre. A call representative will contact you the Wednesday before your event to confirm your showtimes and to also confirm if the film is still playing at the theatre

Terms and Conditions

Film and Showtime Availability

Cineplex Entertainment LP and it's parents, subsidiaries and affiliates ("Cineplex") does not own the movies, but licenses the rights to exhibit movies. The number of days that any film will play in a theatre is dependant on the popularity of the film and the number of new films opening in subsequent weeks. It is a North American industry standard that films are booked into theatres weekly on a theatre-by-theatre basis. For these reasons Cineplex may not be able to guarantee that the film and/or showtime that you have requested will be available until the Tuesday prior to the "Friday-Thursdáy" play week. A Cineplex representative will contact you to confirm availability and the showtime.

Food and Beverage

A discount is available for concessions ordered more than 3 days prior to your group's event date. By preordering, theatres are able to efficiently staff and prepare orders for large groups. When group bookings occur during public operating hours and no preorder has been made, concessions can be purchased at full price. Please be advised that there are no outside food or drinks permitted inside the complex.

Ticket Pickup and Payment

Upon arrival, the group contact person is responsible for making a single payment for the group. Cineplex accepts the following methods of payment: cash, debit, credit (Visa and MasterCard at all locations) and company/school cheques. If a cheque is returned NSF a \$25.00 charge will apply. No refunds (full or partial) will be given on cheques. Please make your cheque payable to Cineplex Entertainment LP.

Release and Indemnity

You agree to indemnify and save Cineplex harmless from and against any and all liability, claims, actions, suits, costs, losses, damages and expenses arising out of your use of the Cinema or the acts or omissions of you, your employees, agents, guests and invitees including, without limitation, any shortfall in insurance proceeds arising out of a loss occurring during your use of the Cinema. Cineplex is not responsible for any lost or stolen items. You acknowledge that the premises are in good state of condition and repair and fully equipped for its purposes and agrees that it will leave the premises and equipment in similar state, making good any damages which may occur thereto as a result of its occupation.

Cancellation Policy

(a) BY CINEPLEX: If the Cinema is unavailable for any reason beyond the control of Cineplex (including, without limitation, damage or destruction by fire, labour strike, or other casualty or ruling of any governmental authority having jurisdiction) Cineplex will so notify you whereupon this agreement will become null and void and we will have no liability to one another. In all other situations, Cineplex may cancel this agreement upon five (5) business days written notice to you whereupon this agreement will become null and void, we will have no further liability to one another.

(b) BY YOU: You may cancel this agreement only by written notice to Cineplex. Should the event be cancelled with less than five (5) business days prior to your event, a 25% cancellation fee may apply.

Misc.

Recording or copying movies by any means within any Cineplex Odeon, Famous Players or Galaxy Cinema is strictly prohibited by federal and provincial laws. Anyone using unauthorized recording devises inside the auditorium will be prosecuted to the full extent of the law.

Would you be interested in receiving information regarding future groups, promotions and upcoming films?

Yes Email Address: _____ No

Please acknowledge your agreement to the above terms by signing below.
Please fax to 416-323-6625 to confirm event.

Acknowledged and agreed to by customer:

Group Name:	<u>Lincoln Park Middle School</u>	Date:	<u>08 MARCH 13</u>
Authorized Signature:	<u><i>WCHanson</i></u>	Print Name:	<u>BILL HANSON</u>
Group Sales Rep.:	<u>Alexis Cruz</u>	Booking Reference Number:	<u>28729</u>

AGREEMENT

THIS AGREEMENT made and entered into this 25 day of February, 2013, by and between Independent School District #709, a public corporation, hereinafter called District, and [REDACTED] an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. This Agreement shall be deemed to be effective as of 25 February, 2013, and shall remain in effect until June 30, 2013 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Contractor shall provide the following services:

The contractor will provide instruction for the Capoeira (Brazilian Martial Arts) Club at East High School. An afterschool class for up to 40 students will be provided on Mondays from 3:30 – 4:30 at East High school on the following dates in 2013: 3/11, 3/18, 3/25, 4/1, 4/15, 4/22, 4/29, and 5/6. The instructor will gear the instruction toward an understanding of Capoeira, Brazilian Culture and Language and presenting the art at a number of ISD 709 events during the Spring of 2013. Additionally, the instructor will present a 20 min. presentation of Capoeira at the Adelante Cultural Center Family Fiesta on April 30, 2013. Through the instruction and presentation of Capoeira students and the greater community will be exposed to different cultural perspectives of people of different ethnicities.

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 \$600.00. 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 Number (SSN#) [REDACTED].

4. **Requests for Reimbursement.** Contractor will be paid in the following manner. Payment shall be made by the District in an amount not to exceed \$600 within 30 days of submission of a proper invoice by the Contractor after the last class on May 6, 2013.

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

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

7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on

behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Superintendent, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States

Mail (Your Address) 

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

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

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


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

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

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



Program Director date 3-6-13



Contractor date 3-6-13



Director of Business Service date 3/15/13

Justin Mackus



For Internal Use Only	
Depts must provide:	
ESAF #	1591
Chart/Field Account No.	1026-11217-20109

For Internal Use Only	
OES must provide:	
OES Contract #	8458
Analyst	rb

UNIVERSITY OF MINNESOTA SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the “Agreement”) is between the Regents of the University of Minnesota (the “University”), a Minnesota constitutional corporation, and the Duluth School District ECFE, (the “Company”). This Agreement is entered into by University through its Department of Family Social Science.

The parties agree as follows:

1. Description of Services. University shall perform the following services for Company:

The intention of the collaboration is for individual sites to use a standardized survey instrument to collect data from parents that can generate data for the creation of reports about the ECFE program. It is also the intention that data from individual sites be used in aggregate form with other programs to generate an analysis and understanding of ECFE on a regional and statewide basis. This agreement indicates consent by the site that their data is used in this way.

This agreement establishes the materials and assistance that will be provided to individual sites, and the services provided by the University of Minnesota in analyzing, interpreting and reporting the results. It also establishes the compensation agreed to be paid to the University for this work.

Materials, Procedure and Project Support

The site will be provided with the following:

- Black and white AND color pdf versions of the survey for reproduction
- Program and class information reporting sheets
- Implementation guidelines for administration of survey (document)
- Excel files for data entry
- Word files for recording responses to open ended questions
- Data entry codebook
- Two page report or long form report templates

Sites will reproduce the quantity of surveys needed for data gathering from parents in ECFE, administer the survey, and record data in provided files. Upon receipt of the analysis of the data from the University (see Description of Services below), the site can produce a template short or long form report with consultation with the University of Minnesota ECFE evaluation project staff. They are not held to only this form of reporting – the site owns the data and they can use it in any way

they see fit. Sites are also strongly encouraged to develop additional ways to convey the strengths and realities of their ECFE programs.

Receipt of the materials to conduct the evaluation project is not to be shared. They are copyright materials of the Minnesota Association of Family and Early Education (MNAFEE) and any further reproduction or sharing beyond the intent of this agreement must be approved.

The University of Minnesota agrees to provide the site with access to the necessary materials to conduct the evaluation (stated above). In addition, the university will provide consultation to ensure smooth and standardized data collection. It will also provide consultation on data entry along with a code book. Upon receipt of the data and text files, the University will do one of two levels of analysis (see below). Results of the analysis will be shared with the site and the University will provide one on one consultation on the interpretation of the results and work with the site to fashion either a short or long form report based on the templates provided.

Please mark (X) the level of analysis preferred.

Level 1. Analysis of the numerical data on the survey. This includes all the items on the front of the survey – demographics of the parents and children, parenting and child development items, the items on the program form and the items on the classes form. Analysis includes frequencies of all variables, a means test of comparisons on individual parenting items and individual child development items (pre, post) and summed scores for parenting (11 items) and child development (5 items) compared pre and post. Analysis also includes one internal comparison to examine differences in parenting and child development by some feature of the participants (e.g., parent SES), child (e.g., child age), or class. Sites will be provided with graphics (e.g., pie or bar charts) to use in their reporting. This service is provided for \$3.00/survey.

Level 2. Analysis of the numerical and qualitative (open ended) questions on the survey. This includes analysis as outlined in Level 1 above. It also includes a thematic analysis of the responses to the four open ended questions on the back of the survey. Sites will be provided with the major themes reflected in the responses to each of the questions, and individual quotes will be highlighted that appear to be most representative of the theme and/or those that relate to the numerical findings. This service is provided for \$5.00/survey.

Upon signing this agreement, the site will be sent the materials and access to consultation to begin the evaluation. An invoice for service will be sent upon receipt of the data files for analysis. Results of the analysis will be shared and consultation for the preparation of the report will take place upon receipt of payment.

("Services"). Reference to Services in this Agreement shall be deemed to include any deliverables provided to Company in connection with the Services, including without limitation, reports, results, materials, products, and information.

2. Compensation. For the Services performed under section 1, Company shall pay University the negotiated price as noted on page 2 per the choice of the Company (e.g., \$3.00/survey; or \$5.00/ survey. Invoicing will reflect the total number of surveys shared for analysis. and /100 (\$xxxx), plus any sales or use tax if applicable.

2.1 The compensation shall be paid (check one of the three boxes):

- in full upon the signing of this Agreement; or
- monthly, based on work completed; or
- in installments, payable on the following dates: TBD.

2.2 Invoices shall be sent to:

Duluth School District ECFE
Attn: Barb Farrell
~~215 N. 1st Ave. E.~~ *2102 N. Blackman Ave.*
Duluth, MN
~~55802~~ *55811*
Phone No.: 218-336-8890 x2
Facsimile No.:
Email: barbara.farrell@duluth.k12.mn.us

3. Term. The term of this Agreement shall commence on the date of signing ("Effective Date") and shall expire on one year unless terminated earlier as provided in section 4.

4. Termination. Either party may terminate this Agreement if the other party (i) fails to perform any material obligation under this Agreement and (ii) does not correct such failure within seven (7) days after having received written notice of such failure. Additionally, either party may terminate this Agreement for its convenience upon thirty (30) days' prior written notice to the other party. Upon any termination under this Section 4, Company shall promptly pay University for all Services rendered and costs incurred up to and including the effective date of termination.

5. DISCLAIMER OF WARRANTIES. UNIVERSITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION, ORIGINALITY OR ACCURACY OF THE SERVICES PERFORMED OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT. UNIVERSITY EXPRESSLY DISCLAIMS WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

6. LIMITATION OF LIABILITY FOR BREACH OF CONTRACT. IN NO EVENT SHALL EITHER'S PARTY'S LIABILITY FOR BREACH OF THIS AGREEMENT INCLUDE DAMAGES FOR WORK STOPPAGE, LOST DATA, OR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFIT), OF ANY KIND. EXCEPT FOR EACH PARTY'S OBLIGATIONS UNDER SECTIONS 8.1 AND 8.2, EACH PARTY'S LIABILITY TO THE OTHER FOR BREACH OF THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE MONETARY CONSIDERATION PAID TO UNIVERSITY UNDER THIS AGREEMENT.

7. Use of University Name or Logo. Company agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with University or the name of any representative of University in any sales promotion work or advertising, or in any form of publicity, without the prior written permission of University in each instance. However, Company may use the name of University in a document required to be filed with, or provided to, any governmental authority or regulatory agency to comply with applicable legal or regulatory requirements. Company agrees to provide University with a copy of any such document.

8. Indemnification.

8.1 Except as provided in Section 8.2, each party shall be responsible for its own acts and omissions and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Liability of University is subject to the terms and limitations of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, as amended.

8.2 Company shall indemnify, defend, and hold harmless University, its regents, faculty members, students, employees, agents, contractors, and authorized volunteer workers against any and all claims, costs, or liabilities, including attorneys' fees and court costs at both trial and appellate levels, for any loss, damage, injury, or loss of life (other than that attributable to willful, wanton or intentional acts or omissions of University) arising out of (i) use by Company (or any third party acting on behalf of or under authorization from Company) of the Services or any information, reports, deliverables, materials, products or other results of University's work under this Agreement or (ii) Company's infringement of a third party's intellectual property rights or Company's violation of any law, rule, or regulation in the provision of any materials to University.

8.3 Each party represents that it has and will continue to have at least the following levels of insurance during the term of this Agreement: (i) as to University, Workers' Compensation in statutory compliance with Minnesota law and General Liability insurance in an amount not less than \$1,000,000 each claim/\$3,000,000 each occurrence; and (ii) as to Company, General Liability insurance in an amount not less than \$1,000,000 each occurrence/\$2,000,000 annual aggregate. Certificates of all insurance detailed above shall be furnished to the other party upon request.

9. Export Controls. Company shall notify University in writing if any technological information or data to be provided to University is subject to export controls under U.S. law or if technological information or data that Company is requesting University to produce during the course of work under this Agreement is expected to be subject to such controls. Company shall notify University of the applicable export controls (for example, Commerce Control List designations, reasons for control, and countries for which an export license is required). University shall have the right to decline export controlled information or tasks requiring production of such information. If the Services cannot reasonably be performed without University access to export controlled information or data, the Agreement may be terminated by either party for convenience in accordance with Section 4, except that such termination shall occur immediately upon written notice to the other instead of at the end of the 30-day period set forth in Section 4. Company shall not release export controlled information or data to University until Company has been notified in writing by University that University has implemented a technology control plan for such information.

10. General Provisions.

10.1 Amendment. This Agreement shall be amended only in writing duly executed by all the parties to this Agreement.

10.2 Assignment. The parties may not assign any rights or obligations of this Agreement without the prior written consent of the other party. Any assignment attempted to be made in violation of this Agreement shall be void.

10.3 Entire Agreement. This Agreement (including all documents attached or referenced) 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 cancels, supersedes and revokes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement, including without limitation, any non-disclosure agreements. The terms and conditions of any purchase order or similar document submitted by Company in connection with the services provided under this Agreement shall not be binding upon University.

10.4 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, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.

10.5 Governing Law and Jurisdiction. The internal laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement, without giving effect to its conflict of laws principles. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be in the courts of Hennepin County, Minnesota.

10.6 Independent Contractor. In the performance of their obligations under this Agreement, the parties shall be independent contractors, and shall have no other legal relationship, including, without limitation, partners, joint ventures, or employees. Each party's employees (i) shall be regarded as the employees of such party and shall not be regarded as the employees of the other party; (ii) shall be subject to the employment policies and procedures of such party and shall not be subject to the employment practices and procedures of the other party; and (iii) shall not be entitled to any employment benefits of the other party. Neither party shall have the right or power to bind the other party and any attempt to enter into an agreement in violation of this section 10.6 shall be void. Neither party shall take any actions to bind the other party to an agreement.

10.7. Notices. All notices 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 by a recognized courier service or by United States Mail (first-class, postage pre-paid, certified return receipt requested) to the other party at the following addresses. Such notices and other communications shall be deemed made when delivered; faxed; submitted to the courier service; or, with respect to U.S. mail, three days after mailing.

If to University: University of Minnesota
 Department of Family Social Science
 Attn: Susan Walker
 290 McNeal Hall
 1985 Buford Ave.
 St Paul, MN 55108
 Phone No.: **612-624-1273**
 Facsimile No.: **612-625-8277**
 E-mail: **skwalker@umn.edu**

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

With a copy to: University of Minnesota
 Office of External Sales
 295 West Bank Office Building
 1300 South 2nd Street
 Minneapolis, MN 55454
 Facsimile No.: (612) 624-4149
 Email: extsales@umn.edu

If to Company:

Attn:

Phone No.:

Facsimile No.:

E-mail:

10.8 Taxes and similar fees. In addition to the payment obligation in section 2, Company is responsible for the payment of any and all income, sales, use, consumption, value added, excise, custom duties or other taxes and similar fees in connection with this Agreement, levied or required to be withheld from payment(s) to University by any taxing authority or any other body having jurisdiction under any present or future laws. To the extent that Company is required to withhold or deduct taxes or similar fees on any payment to be made to University, then the amount payable shall be increased by the amount that will result in University receiving a net payment in the amount it would have received absent such withholding or deduction. If University is required to pay any of such fees and/or taxes or any related penalties or interest, then any such payments shall be reimbursed to University by Company.

10.9. Breach; Attorneys' Fees. In the event it fails to perform any of its obligations under this Agreement, Company shall reimburse University for all University's costs and expenses (including reasonable attorneys' fees, court costs, and costs of investigation) to enforce this Agreement, regardless of whether a suit or action had been commenced or concluded.

10.10. Survival. Upon termination or expiration of this Agreement, Sections 2, 5, 6, 7, 8, 9, and 10 shall survive.

IN WITNESS WHEREOF, the parties have entered into the Agreement as of the dates indicated below. Each individual signing below represents that they have the authority to bind the party on whose behalf they are signing.

Regents of the University of Minnesota

Duluth School District ECFE

By: _____

Name:

Title:

Date: _____

By: Bill Hanson

Name: BILL HANSON

Title: CFD

Date: 3/15/13

McCabe Renewal Center
2125 Abbotsford Avenue
Duluth MN 55803



Director: Sr. Dorene King, OSB
Assistant Director:

218-724-5266
McCabeCenter@msn.com

This service contract is entered into as of (date) October 16th, 2012-June 17th, 2013

Between the McCabe Renewal Center and ISD #709, The Duluth School District

The Company is represented by: Sr. Dorene King, Director

The Client is represented by: Mr. Bill Hanson (Joan Sargent)

Date of Event: March-June 30th, 2013

Time: 7:45-4:00pm, 4:00-9:00pm

Number of participants: *Between 19 & 21 (Client agrees to provide final numbers 48 hour prior to event)

Company agrees to provide accommodations and services as follows:

- 1st floor meeting rooms to include living room, library and sun porch
- Two first floor bathrooms
- Break area set up on sun porch
- Dining area on lower level

A.M. & P.M. break services, full luncheon entrée, beverage service and desserts.

Fees for Services:

Use of Center	<u>\$125 per day</u>
A.M & P.M. break services, full luncheon entrée, Beverage services and desserts	<u>\$16.00 per person</u>

Cancellation Policy:

If Client determines there is a need to cancel event, the Company must be given five working days notice.

If this notice is not given, 25% of total fee plus any catering fees will be due and payable to the Company.

Cancellation due to weather: If the event is cancelled due to unforeseen weather events, the Client shall be responsible only for catering fees as determined by the Company.

Signature of Client: _____

W. Hanson

3/19/13

Signature of Company: _____

Sister Dorene King

Date

3/14/13

Date