



# DULUTH PUBLIC SCHOOLS

*Preparing all students for successful lives in the twenty-first century . . .  
success in the workplace, success in the home, and success in the community*

## AGREEMENT

**THIS AGREEMENT**, made and entered into this First day of August, 2012, by and between Independent School District #709, a public corporation, hereinafter called District, and Mr. Jason Rauner, 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 July 1, 2012, 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. **Performance.** Up to 100 hours for Consulting for ILM and SQL Server Conversion.
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 seven thousand five hundred dollars (\$7,500.00) with a maximum per hour charge of \$75. 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.** 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.

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. **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 in care of: *Technology Department, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> 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 in care of: *Jason Rauner 5710 Ogden Avenue Superior, Wisconsin 54880.*

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.

From the desk of...

**Jason Rauner**

5710 Ogden Ave  
Superior WI, 54880  
Phone: 715-395-0344

August 22, 2012  
102

Technology: ILM and IFAS

ISD 709 Technology Rm 320  
Attn. Keith Anderson  
215 1st Ave East  
Duluth, MN 55802  
Phone: 218-336-8754

**DESCRIPTION**

22.0 Hours Consulting for ILM and SQL Server Conversion

**AMOUNT**

\$ 1,650.00

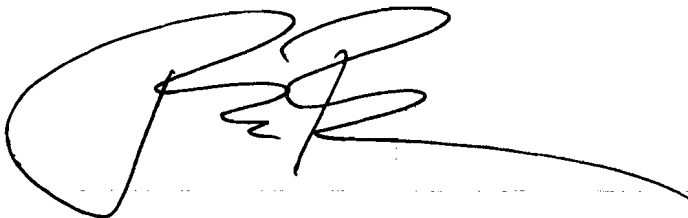
\$ 1,650.00

0.00%

Make all checks payable to Jason Rauner

THANK YOU FOR YOUR BUSINESS!

**TOTAL \$ 1,650.00**



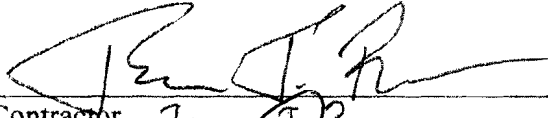


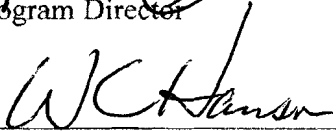
8/28/12

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.

**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 Jason J. Rauwer	 SSN/ Tax Identification Number	1-July-2012 Date
 Program Director		8/30/12 Date
 Director of Business Service / Superintendent of Schools		9/4/12 Date



# Piedmont Elementary School

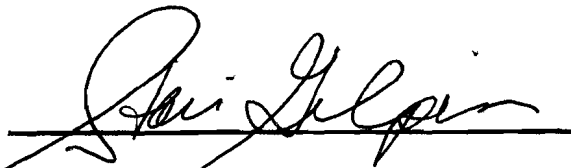
2827 Chambersburg Avenue, Duluth, MN, 55811. (218)336-8950 Fax (218)336-8954

*...a community dedicated to life-long learning...*

This agreement is between Staci Gilpin and Piedmont Elementary School.

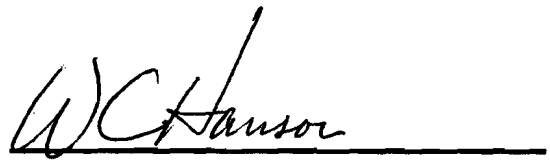
Staci will be working with a group of Piedmont Elementary School staff members developing a school-wide behavior expectation plan. She will meet with staff on a consulting basis four days over the summer of 2012, and meet quarterly with the Behavior Team to review, evaluate, and revise the system to fit the needs of Piedmont students during the 2012-13 school year.

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



Staci Gilpin

Date: 7/11/12



ISD 709 Representative

Date: 9/6/12

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 28 day of August, 2012, by and between Independent School District #709, a public corporation, hereinafter called District, and David Swenson, 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 August 28, 2012, and shall remain in effect until August 28, 2012, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** (insert programs or services to be performed by contractor)  
Presentation on mental health to staff at Choose Your Battles training, to include price of training materials.
3. **Background Check.** (Applies to contractors working independent with students)  
N/A

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 528.03. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor.

This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Martha Lippitt, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to David Swenson, 2646 Lauren Road, Duluth, MN 55804.

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

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

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

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

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

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

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

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

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

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

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

David R. Peterson PA LLC ~~XXXXXXXXXX~~ 9-10-12  
Contractor SSN/ Tax Identification Number Date

Mark J. Jett 9/11/12  
Program Director Date

W. Hanson 9/11/12  
Director of Business Service / Superintendent of Schools Date



## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 5th day of September, 2012, by and between Independent School District #709, a public corporation, hereinafter called District, and Terry Goodsky, 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 September 5, 2012, 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. **Performance.** Mr. Goodsky will be providing opening drum ceremonies at various schools. Performance will include Cultural Instruction in the art of Native drumming techniques, drum etiquette, song structure, Ojibway lyrics, singing styles, types of songs, and specific honor songs. Fee of \$150.00 will be paid per session.

A. At Laura MacArthur Elementary School on Sept. 5, 2012 from 5:30 p.m. - 6:30 p.m.

B. At Lincoln Park Middle School on Sept. 6, 2012 from 5:00 p.m. - 6:00 p.m.

C. Other performances to be determined by the OEE.

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 \$1500.00 (\$150 each performance). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;

b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Terry Goodsky, 925 N. 4<sup>th</sup> Ave E, Duluth, MN 55805, (218) 576-2705

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

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

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

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

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

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

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

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

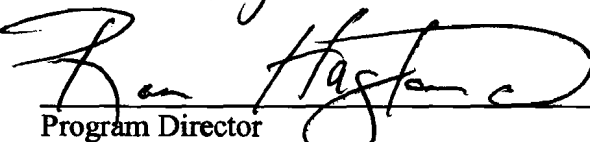
**Workers' Compensation Insurance:** Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

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

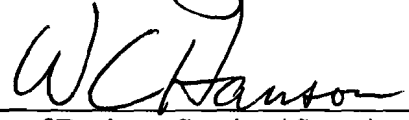
**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT,** set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

  
Contractor \_\_\_\_\_  
SSN/ Tax Identification Number

9-5-2012  
Date

  
Program Director \_\_\_\_\_

9-4-2012  
Date

  
Director of Business Service / Superintendent of Schools \_\_\_\_\_

9/10/12  
Date



**September 26, 2012 – December 31, 2012\***

\*Contract is open-ended, based on transition time needed – this is maximum possible cost through year-end\*

The Duluth Board of Education, Special Services, 215 N. 1<sup>st</sup> Avenue E., Duluth, Minnesota, 55802, will place and is financially responsible for SCOTT [REDACTED] of Innovated Living, [REDACTED] Rd., Duluth, Minnesota, 55811, from 09/26/12 to 12/31/12 at Pinewood-Duluth, Inc., 1102 E. Fourth Street, Duluth, Minnesota 55805. Scott is authorized to receive 1:3 services at an hourly rate of \$13.80. He is also authorized to receive maximum allowed 1:1 services at an hourly rate of \$28.16.

September 26, 27, 28, Oct 1, 2: Duluth Schools will be providing an aide for Scott for these 5 entire days.

October 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup>: Transition as follows:

- October 3<sup>rd</sup> – Pinewood will provide 1 hour of staff time at the 1:1 rate -  $\$28.16 \times 1 = \$28.16$
- October 4<sup>th</sup> – Pinewood will provide 2 hours of staff time at the 1:1 rate -  $\$28.16 \times 2 = \$56.32$
- October 5<sup>th</sup> – Pinewood will provide 3 hours of staff time at the 1:1 rate -  $\$28.16 \times 3 = \$84.48$
- October 8<sup>th</sup> – Pinewood will provide 4 hours of staff time at the 1:1 rate -  $\$28.16 \times 4 = \$112.64$
- October 9<sup>th</sup> – Pinewood will provide 5 hours of staff time at the 1:1 rate -  $\$28.16 \times 5 = \$140.80$

Total cost for the time period of 10/03/12 through 10/09/12 shall not exceed \$422.40.

October 10<sup>th</sup> forward: The transition goal is to have Pinewood staff full-time with Scott beginning 10/10/12. From the time period of 10/10/12 through 12/31/12, the 1:3 cost shall not exceed \$2,953.20 (51 days x 4.2 hours/day = 214 hours x \$13.80/hour). The 1:1 cost shall not exceed \$2,590.72 (51 days x 1.8 hours/day = 92 hours x \$28.16/hour). The total cost for 10/10/12 through 12/31/12 shall not exceed \$5,543.92.

The total cost for services provided for the time period of 09/26/12 through 12/31/12 shall not exceed \$5,966.32.

-----  
The Duluth Board of Education Special Services and Pinewood-Duluth, Inc. agree to abide by the provisions of the Purchase of Service Agreement made by St. Louis County Social Service Department and Pinewood-Duluth, Inc. The dates of the Purchase of Service Agreement are from 07/01/12 through 06/30/13.

This signed agreement authorizes Pinewood-Duluth, Inc. to bill the Duluth Board of Education Special Services for services rendered to Scott [REDACTED] between 09/26/12 and 12/31/12. Duluth Board of Education Special Services will be billed and make payment on a monthly basis. St. Louis County Social Service Department will provide ongoing monitoring and evaluation of service for conformance to the Purchase of Service Agreement. Pinewood-Duluth, Inc. will provide an annual progress report on the client.

This agreement shall not replace the above-named person's social history or service plan.

Additional Conditions

1. Pinewood will comply with all state and federal reporting requirements. Pinewood will comply with MN Government Data Practices Act, Minnesota Statutes Chapter 13, as applied to all data.
2. Pinewood consents to disclosure of 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 District and not in violation of any federal, state, or local laws, ordinances, rules and regulations. Pinewood will not be paid for work considered in violation of any of those laws or if work is found unsatisfactory.
5. The Director of Special Education shall supervise the contracted services to ensure that services are provided in accordance with client's IEPs.

Cancellation

This agreement may be cancelled by the District or Pinewood 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 district's 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 and 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.



\_\_\_\_\_  
Bill Hanson, Business Services Director  
Duluth Public Schools

9/25/12

\_\_\_\_\_  
Date

\_\_\_\_\_  
Program Director, Chris Filteau  
Pinewood-Duluth, Inc.

\_\_\_\_\_  
Date