

INVOICE V 7162

Date

Ship To:

**Date Open** 01/24/2024

Page:

11

1 of

DULUTH PUBLIC SCHOOLS ISD709 709 PORTIA JOHNSON DRIVE

218

Sold To: 336-8700

55811 USA DULUTH MN Promised Written By Terms Time Customer Po # Phone Ship Via THERESA CASH 14:09:39 3411U 3412U Plate # Year Mileage/Hrs VIN Unit# Make Model Engine 0/0.0 Qty Description **Price** Amount 1.000 USB3411U 2020 IC 90820.00 90820.00 4DRBUC8P4LB043888 1.000 2020 IC USB3412U 90820.00 90820.00 4DRBUC8P6LB043889 1.000 VST\* Vehicle Sales \* MOTOR VEHICLE SALES TAX 12487.76 12487.76 2.000 REGDOCBUS DOC ADMIN FEE BUS 200.00 400.00 2.000 REGISTRATION FEE TE PLATES -2024 REGREGISTRATIONTE 5.00 10.00 2.000 REGREGISTRATIONTE REGISTRATION FEE TE PLATES -2026 10.00 20.00 2.000 REGPLATETE PLATE FEE FOR TE PLATES 10.00 20.00 2.000 REGTECH TECHNOLOGY SURCHARGE 4.50 9.00 2.000 REGPSVFEE PS VEHICLE FEE 3.50 7.00 2.000 REGTRANSFER TITLE TRANSFER TAX 10.00 20.00 2.000 REGTITLE TITLE FEE 8.25 16.50 2.000 REGDEPUTY STATE DEPUTY FILING FEE 20.00 40.00 2.000 REGDEPUTY SURCHARG DEPUTY REGISTRAR SURCHARGE 1.00 2.00 2.000 REGVEHICLEEXCISE VEHICLE EXCISE TAX - ST LOUIS COUNTY 20.00 40.00 SubTotal 194712.26

AUTHORIZATION: I authorize United Bus Sales to perform services shown, including the furnishing of all necessary labor/materials/parts. I agree to make full payment for services upon completion unless terms are authorized by the United Bus Sales. LABOR DISCLAIMER: seller disclaims all warranties, either express/implied, for labor performed in the repair of Owner's vehicle; Seller shall warranty its labor for a period of ninety (90) days following the date of such repair. PARTS DISCLAIMER: any warranties on the product sold hereby are those made by the manufacturer. Seller disclaims all warranties, either express/implied, including any implied warranty of merchantability or fitness for a particular purpose, Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the parts unless separate warranty is delivered by United Bus Sales. PARTS RETURN: All special order returnable parts are subject to the manufacturer's warranty and vendors restocking charge. All claims for returned parts must be accompanied by the purchase invoice. No refund after 30 days. Seller is not responsible for labor on parts not installed by in Seller's shop. TERMS: Strictly cash unless arrangements made. All invoices remaining unpaid 30 days from invoice date shall bear storage fees of \$10 per day until they are picked up.

Thank you for your business and we look forward to serving you again.

Paid by

TOTAL DUE

194,712.26

Smine Zunch 03E 013 760 733 548 000



03 E 013 760 160 548 012

Waite Park, MN 56387 320-252-2323

Stock #:				Date:	2-9-2	14	Salespers	วก:	Brim		
Buyer Name: (i	ast) IS	L Q	1 90	suluth	Purblic	Schoo	ls		(Middle)		
Address:	59 Pov	tia -	Sohnson	A DE CI	y Dule	rth	State:	MN	(Middle)	Zin	55811
Home Phone:	218-970	-0306	Bus P	none: Devenu	4	Buyer DO	B:		Co-Buyer DO	B:	
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	e Co.:										
PLEASE ENTE	R MY ORDER FO	R: New [	Used 🙀	Demo 🗀 Lien	holder	-NON	<u> </u>		Address		
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Buyer Email:			9 940	•	CASH PR	ICE OF VEHIC	CLE		221210	- Citalinador	T
Co-Buyer En	nail:				FREIGHT					<del>                                     </del>	1
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					2024	420ac	TAX &	cews	- plates TOTAL	46999	00
						RATION TAX		00	LESS TRADE-IN ALLOWANCE (-)	-	
						PLATE FEE	-	8	TRADE DIFFERENCE	7.24	00
	TR	ADE-IN DAT	A		PUB V	LIC SAFETY EHICLE FEE	. 3	50		70	
ÝEAR	MAKE	MODEL		BODY STYLE	TRA	NSFER TAX	10	$\infty$	MOTOR VEHICLE SALES TAX	2818	68
VIN#				)	TITLE/TRA	NSFER FEE	8	25			
LIEN HOLDER'S /			/	/	STA	TE/DEPUTY FILING FEE	20	00	SERVICE CONTRACT		+
ADDRESS					LIEN RECC	RDING FEE		_	MAINTENANCE CONTRACT	_	-
LICENSE PLATE #		LICENSE		EXP. DATE	WHE	ELAGE TAX	_	-	OTHER STATE & LOCAL SALES TAXES		-
MILEAGE		TRANSMI	PSION		Т	RANSIT TAX	_	-			
DOES YOUR TRADE	-IN HAVE A BRANDI CE SALVAGE HISTO	ED RY?	YES 🔾	NO CI	TECHTE	exa	4	50	DOCUMENT ADMINISTRATION FEE	.95	00
IS THE POLLUTION TRADE-IN INTACT	CONTROL EQUIPMENT OF THE CONTROL EQUIPMENT OF	ON YOUR	YES 🗀	№ С	VS SON	donge		00	OPTIONAL ELECTRONIC TRANSFER FEE		_
		claimer of \			TOTAL	. LICENSE & F	EES			٦٦	25
	cle is cold with a to a service con								SUBTOTAL	43984	93
	expressly discla					LI	ESS AMOUN	IT SUB	MITTED WITH ORDER (-)		
for a particular	purpose. The er with the buyer.				Р	LUS BALANCE	OWING TO	LEINH	HOLDER ON TRADE IN (+)		
	ortant: A manuf	acturer war	recty may a	pply.		TOTA	LAMOU	NT D	UE ON DELIVERY		
The front an	d back of this C	ONTRACT o	omprise the	entire CONTRAC	Taffecting this	purchase. The	DEALER wil	l not re	cognize any verbal agreeme	nt, or any other a	greement or

understanding of any nature. You certify that you are 18 years of age or older and acknowledge receiving a copy of this contract.

The terms of this CONTRACT were agreed upon and the CONTRACT signed in the dealership on the date noted at top of this form.

NOTICE OF SALESPERSON'S LIMITED AUTHORITY. This contract is not valid unless signed

and accepted by Sales Manager or Officer of Dealership.

Accepted (X)

AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

**IMPORTANT:** THIS MAY BE A BINDING CONTRACT



03 E 013 760 160 548 012

1104 Division St. Waite Park, MN 56387 320-252-2323

Stock #: 5763X Date:	2-9-24	Salespers	on: B	Min		
Buyer Name: (Last) ISD 709 Doloth R	oblic Scho	ols		(Middle)		
Co Division Marrier (Lord)						
Address: 709 Poutia Johnson Dr. Cit	Doluth	State:	MIU	county: 3Th Louis	Zin	5581
Home Phone: 218-220 -0306 Bus Phone: 52000				Co-Buyer DO		
Buyer D.L. #:	(			OU-Duyer DO	ь.	
Buyers Insurance Co.:	35 50,00	J				
PLEASE ENTER MY ORDER FOR: New Used X Demo Usen	holder NO	NE		Address		
VEAR ILL MAKE Chu MODEL EXPINES LIC. #	AUD Spass	HOISEMENAST	^	COLOR	INTERIOR VIALE	
VIN. 16-NSHBF45 E 1193701 LIC.	TAB EXP. DATE	STA		MLEAGE 3 250		
Buyer Email:	CASH PRICE OF VE	HICLE		30,508	ON OR ABOUT	1
Co-Buyer Email:	FREIGHT					<del> </del>
	DEALER INSTALLED	OPTIONS				-
						-
					-	-
	*****					-
			1015			
						-
	2024 +2026 TH	an exempt	1(ele:	TOTAL	39999	00
41.	REGISTRATION TAX		00	LESS TRADE-IN ALLOWANCE ()	01,114	
	PLATE FEE	-	00	TRADE DIFFERENCE	39 999	00
IRADE-IN DATA	PUBLIC SAFETY VEHICLE FEE	7			01,111	
YEAR MODEL BODY STYLE	TRANSFER TAX		00	MOTOR VEHICLE SALES TAX	2749	93
VIN #	TITLE/TRANSFER FEE		25	SALES IAX	0,1-11	1 -
LIEN HOLDER'S	STATE/DEPUTY FILING FEE	1920	8	SERVICE CONTRACT		
ADDRESS	LIEN RECORDING FEE			MAINTENANCE CONTRACT		_
LICENSE EXP. DATE	WHEELAGE TAX	-	- 1	OTHER STATE & LOCAL SALES TAXES		
MILEAGE TRANSMISSION	TRANSIT TAX	_	-1	THE STATES INVEST		
DOES YOUR TRADE. IN HAVE A BRANDED TITLE OR INSURANCE SALVAGE HISTORY? YES \( \text{NO} \) NO \( \text{NO} \)	Tech Ge xa	4	50	DOCUMENT ADMINISTRATION FEE	.95	00
S THE POLLUTION CONTROL EQUIPMENT ON YOUR PRACT AND IN ORGANIZATION? YES A NO CO	VS-Surcharge	-		OPTIONAL ELECTRONIC TRANSFER FEE		
Deala Disclaimer of Warranty	TOTAL LICENSE &	-			72	25
Unless the vehicle is said who a separate written dealer warranty or the dealer enters into a service contract with the buyer, the vehicle is sold	3.40			SUBTOTAL	42,916	
"AS IS". Dealer screenly disclaims all warranties, either express or implied, including the implied warranties of merchantability and fitness		LESS AMOU	NT SUB	MITTED WITH ORDER ()	1001110	.,
for a particular purpose. The entire risk of the quality and performance of the vehicle is with the buyer.	PLUS BALAN	CE OWING TO	LEINH	OLDER ON TRADE IN (+)		
Important: A manufacturer warranty may apply.	тот	AL AMOU	NT D	UE ON DELIVERY		
The front and back of this CONTRACT comprise the entire CONTRACT	affecting this purchase. The	ne DEALER wi	li not rec	cognize any verbal agreemen	it, or any other ag	reement or

The terms of this CONTRACT were agreed upon and the CONTRACT signed in the dealership on the date noted at top of this form.

NOTICE OF SALESPERSON'S LIMITED AUTHORITY. This contract is not valid unless signed and accepted by Sales Manager or Officer of Dealership.

Accepted (8).

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.



03 E 013 760 160 548 012

### 1104 Division St. Walte Park, MN 56387 320-252-2323

Stock #: Date:	2-9-24	. Salespers	on: 1	CVAIAG		
Buyer Name: (Last) ISD 709 Doloth	Public Schools	>		(Middle)		
Co-Buyer Name: (Last)	ay: Duluth	_ State: _	AN	_ County: STI LOUIS	Zin:	55811
Home Phone: 218-220-0306 Bas Phone: Texe	Buyer DOI	B:		Co-Buyer DOI	3:	
Buyer D.L. #:						
Buyers Insurance Co.:						
PLEASE ENTER MY ORDER FOR: New ☐ Used ₩ Demo ☐ Lie	enholder NC	NE		_ Address		=
YEAR 14 MAKE CLEV EXAMPLES	AWD Spass TRAN	HOISSIME	-	COLOR	INTERIOR	nler
VIN 16NSH BF 40 51193 184 LIC. 6	TAB EXP. DATE	STAT		- MEAGELLIC	DELIVERED	ie
Buyer Email:	CASH PRICE OF VEHIC	LE		133416	ON OR ABOUT	T
Co-Buyer Email:	FREIGHT					
•	DEALER INSTALLED OF	PTIONS			<del> </del>	-
			-			
			-			-
	<del> </del>					
	<del> </del>					
The second secon						
			_		444	
	303A+909P			TOTAL		00
	REGISTRATION TAX	15		LESS TRADE-IN ALLOWANCE (-)		
	PLATE FEE PUBLIC SAFETY	10		TRADE DIFFERENCE	40888	00
YEAR MAKE MODEL BODY	VEHICLE FEE	. 3	50			
VIN#	TRANSFER TAX	10		MOTOR VEHICLE SALES TAX	2811	05
LIEN HOLDER'S	TITLE/TRANSFER FEE	8	25	-		
ADDRESS	STATE/DEPUTY FILING FEE	06	8	SERVICE CONTRACT	)	_
	LIEN RECORDING FEE		10Kes	MAINTENANCE CONTRACT	!	_
LICENSE PLATE STATE EXP. DATE	WHEELAGE TAX	-	- ]	OTHER STATE & LOCAL SALES TAXES	_	_
MILEAGE TRANSMISSION	TRANSIT TAX		-			
DOES YOUR TRADE-IN LAVE A BRANDED YES UND U	Tech Fee Ka	4	50	DOCUMENT ADMINISTRATION FEE	.95	00
S THE POLLUTION CONTROL EQUIPMENT ON YOUR FRADE-IN INTACT AND IN OPERATING CONDITION?  YES LI  NO LI	VS Surchana	10	00	OPTIONAL ELECTRONIC TRANSFER FEE		_
Depler's Disolaimer of Warranty	TOTAL LICENSE & FE			-	72	15
Unless the vehicle is sold with a separate written dealer warranty or the dealer enters into a service contract with the buyer, the vehicle is sold				SUBTOTAL	43866	
"AS IS". Dealer expressly disclaims all warranties, either express or implied, including the implied warranties of merchantability and fitness	LE	SS AMOUN	T SUBI	MITTED WITH ORDER ()		
for a particular purpose. The entire risk of the quality and performance				OLDER ON TRADE IN (+)		
of the vehicle is with the buyer. Important: A manufacturer warranty may apply.				UE ON DELIVERY		
The front and back of this CONTRACT comprise the entire CONTRAC					A 04 00 1 - 15 - 1	

understanding of any nature. You certify that you are 18 years of age or older and acknowledge receiving a copy of this contract.

The terms of this CONTRACT were agreed upon and the CONTRACT signed in the dealership on the date noted at top of this form.

NOTICE OF SALESPERSON'S LIMITED AUTHORITY. This contract is not valid unless signed and accepted by Sales Manager.or Officer of Dealership.

Accepted & 13 kg

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

& Smine Zmuch



1104 Division St. Waite Park, MN 56387 320-252-2323

03 E 013 760 160 548 012

Stock #:	5716	X	Date:	2-9-24	Salesper	son: B	MIN		
Buyer Name: (Last	<u> </u>	Dol	with Public	CIFITS Chools			(Middle)		
Co-Buyer Name: (I	ast)			(First)			(Middle)		
Address: 7 00	7 Port	ia Jo	luson Drain	Duluth	State	MN	(Middle) County: STI Louis	7	558
Home Phone 21	8-220-6	306	Bus Phone: Jeven	Buv	er DOB:		Co-Buyer DO	2 Zip:	000
Buyers Insurance (				•					
PLEASE ENTER M	Y ORDER FOR:	New 🗀 U	sed 🕱 Demo 🗌 Lieni	holder	IONE		Address		
	Cher	MODEL		Van	TRANSMISSION		COLOBIUS	INTERIOR	1.
	SHBF44	/E1192	LIC. #	TAB EXP. D	ATE STA		MILEAGE 9 29	DELIVERED ON OR ABOUT	ře
Buyer Email:	1101	11 10		CASH PRICE OF V	/EHICLE		53,727	ONONABOBI	1
Co-Buyer Email	:			FREIGHT					
				DEALER INSTALL	D OPTIONS		100		
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				2034 + 303	6 TAK E	aru	t Plales	20000	-
				REGISTRATION T		_	LESS TRADE-IN	0.000	56
					12	00	ALLOWANCE (-) TRADE DIFFERENCE		2.0
	TRADI	E-IN DATA		PLATE F			THADE DIFFERENCE	39888	00
YEAR	MAKE	MODEL	BODY	VEHICLE F	EE 3	50	MOTOR VEHICLE		
VIN#			STYLE	TRANSFER T	10	00	SALES TAX	2742	30
LIEN HOLDER				TITLE/TRANSFER F STATE/DEPU	TV	25			
ADDRESS				FILING F	EE 20	00	SERVICE CONTRACT MAINTENANCE		-
LICENSE		LICENSE /	EXP.	LIEN RECORDING F			CONTRACT OTHER STATE		-
PLATE#		STATE TRANSMISSION	DATE	WHEELAGET		Τ	& LOCAL SALES TAXES		_
NOW \	WAVE A BRANDED			TRANSIT		1	DOOLINEAR		
DOES YOUR TRADE-IN			E 00 C E	Teach Fee x 1	. 4	50	ADMINISTRATION FEE	.95	00
IS THE POLLUTION CON TRADE-IN INTACT AND	IN OPERATING CON	DITION? YES	DON DE	VS Suithoughe		00	OPTIONAL ELECTRONIC TRANSFER FEE		
Unless the vehicle	Dealer's Discis		nty dealer warranty or the	TOTAL LICENS	& FEES				25
dealer enters into a "AS IS". Dealer ent	ervice contrac	t with the buye	er, the vehicle is sold	1 181			SUBTOTAL	42,797	55
implied, including	the implied warr	ranties of mexc	hantability and fitness		LESS AMOU	NT SUB	MITTED WITH ORDER (-)		
for a particular pur of the vehicle is wit	pose. The entire th the buyer.	risk of the qu	ality and performance	PLUS BAL	ANCE OWING T	O LEINH	OLDER ON TRADE IN (+)		
	nt: A manufact	urer warranty	may apply.	TO	OTAL AMOU	JNT D	UE ON DELIVERY		
The front and ba	ack of this CON	TRACT compri	se the entire CONTRACT	affecting this purchase.	The DEALER w	ill not rec	cognize any verbal agreemen	t or any other ar	reement or

understanding of any nature. You certify that you are 18 years of age or older and acknowledge receiving a copy of this contract.

The terms of this CONTRACT were agreed upon and the CONTRACT signed in the dealership on the date noted at top of this form.

NOTICE OF SALESPERSON'S LIMITED AUTHORITY. This contract is not valid unless signed and accepted by Salas Marjager or Officer of Dealership.

Accepted (X).

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM AGCORDING TO ITS TERMS.



1104 Division St. Waite Park, MN 56387 320-252-2323 03 E 013 760 160 548 012

Slock #: 5687		Date:	2-9-24	Salespers	on: B	viño		
Buyer Name: (Last)	SD 70°	Dulu	flower Public	Schoo	ak	(Middle)		
Co-Buyer Name: (Last)			(Fiin)					
Address: 709 Po	Hia Johns	on Dr on	Duloth	State:	VV	COUNTY: STILOOU'S	Zin	5581
Home Phone: 218-220	-0306 Buel	hone: Levery				Co-Buyer DOI		
Buyer D.L. #:			Co-Buyer D.					
Buyers Insurance Co.:								
PLEASE ENTER MY ORDER FO	R: New 🗌 Used 🔣	Demo ☐ Lier	holder NONE	E		_ Address		
YEAR 14 MAKE LU	MODEL		HUD SYRS	NOISSIMBNA	to	Blue	INTERIOR	1.
VIN# IGNSHC FE	18=118149	LIC.#	TAB EXP. DATE	STAT		MILEAGE 957	DELIVERED	~
Buyer Email:	18010111		CASH PRICE OF VEHI	CLE		99951	ON OR ABOUT	T
Co-Buyer Email:			FREIGHT ,					
			DEALER INSTALLED C	PTIONS				
	4							
								-
								-
						•		
								-
			3024+2026	TAY FUE	tues	Plates TOTAL	3888	20
			REGISTRATION TAX		00	LESS TRADE-IN	20 000	$\infty$
			PLATE FEE	10	00	ALLOWANCE (-) TRADE DIFFERENCE	38 888	00
TRA	DE-IN DATA		PUBLIC SAFETY	3	_		20 000	00
YEAR MAKE	MODEL	BODY STYLE	VEHICLE FEE TRANSFER TAX	10	8	MOTOR VEHICLE	2,673	55
VIN#		1	TITLE/TRANSFER FEE	-	25	SALES TAX	0,0 (3	22
LIEN HOLDER'S		1	STATE/DEPUTY	20		SERVICE CONTRACT		
ADDRESS	133	1	FILING FEE LIEN RECORDING FEE			MAINTENANCE		
LICENSE PLATE #	LICENSE STATE	EXP. DATE	WHEELAGE TAX			OTHER STATE		
MILEAGE NOW	TRANSMISSION	13	TRANSIT TAX			& LOCAL SALES TAXES		
DOES YOUR THADE-IN HAVE A BRANDEI TITLE OR INSURANCE SALVAGE HISTOR	Y? YES CI	ио 🖺	Tech tee x a	4	50	DOCUMENT	.95	00
IS THE POLLUTION CONTROL EQUIPMENTRADE IN INTACT AND IN OPERATING CO		NOU	VS surcharge	i		OPTIONAL ELECTRONIC		
Bealer's Disc	laimer of Warranty		TOTAL LICENSE & F	EES —		TRANSFER FEE	72	35-
Unless the vehicle is sold with a dealer enters into a service contr	separate written dealer	warranty or the	Tall			SUBTOTAL	41728	25
"AS IS". Dealer expressly discipling implied, including the implied wa	ns all warranties, either	express or	L	ESS AMOU!	NT SUBI	MITTED WITH ORDER (-)	11,100	80
for a particular purpose. The ent						OLDER ON TRADE IN (+)		
of the vehicle is with the buyer. Important: A manufa	cturer warrant may a	ppły.				UE ON DELIVERY		
The front and back of this CO	NTRACT comprise the	entire CONTRACT					l or one other	

understanding of any nature. You certify that you are 18 years of age or older and acknowledge receiving a copy of this contract.

The terms of this CONTRACT were agreed upon and the CONTRACT signed in the dealership on the date noted at top of this form.

NOTICE OF SALESPERSON'S LIMITED AUTHORITY. This contract is not valid unless signed and accepted by Sales Manager or Officer of Dealership.

and accepted by Sales Manager or Officer of Dealership.

Accepted ®

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

& Smine Zmuch

### AGREEMENT

THIS AGREEMENT, made and entered into this j	7th day of Feb , 2024, by and
between Independent School District #709, a public of	
Shay'baron Chapman	, 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 here or attach as appropriate)

- 1. Dates of Service. This Agreement shall be deemed to be effective as of 2 17 24 and shall remain in effect until 2 3 4 , 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 or attach a list of programs/services to be performed by contractor)
  Black History Brunch Assistant-food prep; cooking serving, etc.

3. Background Check. (applies to contractors working independent with students)

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

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

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 \$225.00 in total.

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.

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 (mailing address with zip) 809 Wagon whal Trail, Mandota Heights mn 55120.

- 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 Workers' 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.

18. Conflict of Interest and Fiduciary Duty: All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

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AGREEMI	ENT, set forth	above, the p	arties hereto	have caused t	his Agreemer	ONS OF TH	
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### AGREEMENT

THIS AGREEMENT, made and entered into this This day	y of $\frac{\text{F40}}{\text{, 20}}$ , by and
between Independent School District #709, a public corporate	tion, hereinafter called District, and
Vuonne Woodfork	, 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 here or attach as appropriate)

- 1. Dates of Service. This Agreement shall be deemed to be effective as of 21724 and shall remain in effect until 21824, 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 or attach a list of programs/services to be performed by contractor)
  Step Dance Team Instructor for Black History Mond.
  3. Background Check. (applies to contractors working independent with students)

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

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

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 \$\_50 hourly and \$\_406.

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: ISD 709, Duluth Public Schools, Attn: Notice Smith, 709 Portia Johnson Drive, Duluth, MN 55811.

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 (mailing address with zip) 875 Partvidge St. Duluth MM 55811

Apt. 209

- 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 Workers' 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.

Page 3 of 5

18. Conflict of Interest and Fiduciary Duty: All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

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Last Updated; 8/22/2023

by their duly	authorized of	ficers as of th	e day and yea	ar first above v	vritten.		
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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

#### **AGREEMENT**

THIS AGREEMENT, made and entered into thi	s 17 <sup>th</sup> day of <u>Feb</u> , 20 <u>24</u> , by and
between Independent School District #709, a pub	lic corporation, hereinafter called District, and
Tkeyah Adams	, 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 here or attach as appropriate)

- 1. Dates of Service. This Agreement shall be deemed to be effective as of 3 17 34 and shall remain in effect until 2 18 34, 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 or attach a list of programs/services to be performed by contractor)
  Black History Brunch Assistant.
- 3. Background Check. (applies to contractors working independent with students)

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

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

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 \$225.00 in total.

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: ISD 709, Duluth Public Schools, Attn: Notice Smith 709 Portia Johnson Drive, Duluth, MN 55811.

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 (mailing address with zip)

- 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 Workers' 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.

18. Conflict of Interest and Fiduciary Duty: All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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.

1'tra am		62/18/2024
Contractor Signature	SSN/Tax ID Number	Date
Nother Juitte		2-70-24
Program Director		Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

## This contract is funded by either:

- 1. The following budget (include full 18 digit code); or
- 2. will be paid using Student Activity Funds; or
- 3. is no cost contract (e.g. Memorandum of Understanding).

# Please check the appropriate line below:

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

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Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

Smine Zuich

3/1/24

### **AGREEMENT**

THIS AGREEMENT, made and entered into this 29th day of February, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakeside Presbyterian Nursery School, an independent contractor, hereinafter called Contractor.

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

### The terms and conditions of this Agreement are as follows:

- 1. Dates of Service. This Agreement shall be deemed to be effective as of November 28th and shall remain in effect until February 1st, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in Individualized Education Program (IEP).

Whereas the AGENCY is duly qualified to perform these services for an integrated preschool program as determined by the student's IEP team.

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (3 days per week) Tuesday, Wednesday, and Thursday, following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 4430 McCulloch Street, Duluth, MN 55804.

The approximate date the service will begin is November 28th, 2023 and shall not extend beyond February 1st 2024; the contract not to exceed a total of 27 Days (attending 3 days per week. The District will pay 3 days per week @ \$50.25 per day including a \$260 registration fee).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 709 Portia Johnson Dr., Duluth, MN 55811 on the 15th of each month for the preceding month.

Page 1 of 5 Last Updated: 8/22/2023

3. Background Check. (applies to contractors working independent with students)

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

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

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 \$904.50, including a \$260 registration fee, and \$1,164.50 in total.

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: ISD 709, Duluth Public Schools, Attn: Jason Crane, 709 Portia Johnson Drive, Duluth, MN 55811. Invoices may be emailed directly to ap.vendor@isd709.org.

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 Lakeside Early Learning at 4628 Pitt St, 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 Workers' 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.

18. Conflict of Interest and Fiduciary Duty: All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

Page 4 of 5 Last Updated: 8/22/2023

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 Signature	SSN/Tax ID Number	Date
Program Director		<u>2/29/24</u>

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

# This contract is funded by either:

- 1. The following budget (include full 18 digit code); or
- 2. will be paid using Student Activity Funds; or
- 3. is no cost contract (e.g. Memorandum of Understanding).

## Please check the appropriate line below:

\_ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

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XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_ Check if the contract will be paid using Student Activity Funds
\_\_\_\_ Check if the contract is a no-cost contract such as a Memorandum of Understanding

\_\_\_\_ Student Activity Funds
\_\_\_\_ Check if the contract is a no-cost contract such as a Memorandum of Understanding
\_\_\_\_ Student Activity Funds
\_\_\_\_ Stude

#### AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of February, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakewood Little Lynx Preschool, 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 February 7th and shall remain in effect until April 25th, 2024, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in Individualized Education Program (IEP).

Whereas the AGENCY is duly qualified to perform these services for an integrated preschool program as determined by the student's IEP team.

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (2 days per week) Monday's and Friday's following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 5207 N. Tischer Road, Duluth, MN 55804.

The approximate date the service will begin is February 7th, 2024 and shall not extend beyond April 25th, 2024; the contract not to exceed a total of 20 Days (attending 2 half-days per week. The District will pay 2 half-days per week @ \$140.00 per month).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 709 Portia Johnson Dr., Duluth, MN 55811 on the 15th of each month for the preceding month.

3. Background Check. (applies to contractors working independent with students)

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

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

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 \$140.00 monthly and \$420.00 in total.

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

Page 2 of 5

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: ISD 709, Duluth Public Schools, Attn: Jason Crane, 709 Portia Johnson Drive, Duluth, MN 55811. Invoices may be emailed directly to ap.vendor@isd709.org.

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 Lakewood Little Lynx Preschool at 5207 N. Tischer 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.

Page 3 of 5 Last Updated: 8/22/2023

- 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 Workers' 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.

18. Conflict of Interest and Fiduciary Duty: All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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 Signature	SSN/Tax ID Number	Date
Jason Ciane		_ 2/16/24
Program Director		Date

Please note: All signatures must be obtained AND the following must be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

# This contract is funded by either:

- 1. The following budget (include full 18 digit code); or
- 2. will be paid using Student Activity Funds; or
- 3. is no cost contract (e.g. Memorandum of Understanding).

# Please check the appropriate line below:

\_ ✓ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding

Exec. Dir. of Finance & Husiness Services / Superintendent of Schools / Board Chair

### **AGREEMENT**

THIS AGREEMENT, made and entered into this 22 da	y of January , 20 24 , by and
between Independent School District #709, a public corpora	tion, hereinafter called District, and
Adela Alvarez	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 here or attach as appropriate)

- 1. Dates of Service. This Agreement shall be deemed to be effective as of 2/5/24 and shall remain in effect until 3/1/05, 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 or attach a list of programs/services to be performed by contractor)
- 3. Background Check. (applies to contractors working independent with students)

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

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

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 \$ 20 hourly and \$ 4300 in total.

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.

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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 (mailing address with zip)

2816 Hagberg 5+, Suluth, MN, 55811

- 11. Assignment. Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.
- 12. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.
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	hd-					1/22/2024
Contractor S	ign ture			SSN/Tax ID	Number	Date
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Program Dir	ector					Date
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ISD 709
Duluth Public Schools
Administration and School Board Members

RE: Lester Park Foundation's award to ISD 709 for Part-Time Spanish Club Coordinator

ATTN: Shannon Brown and ISD 709 School Board

SUBJECT: The below cost defines the award given to ISD 709 to support a part-time coordinator for Lester Park Elementary's afterschool Spanish Club.

Lester Park Foundation (LPF) is a non-profit foundation that seeks to support, enhance, and enrich educational experience and opportunities for all students at Lester Park Elementary School. In the spring of 2023, the LPF piloted a Spanish Club program. The pilot was able to accommodate 39 kids from across grades K - 5, but 68 kids were waitlisted. With the success of the initial pilot, we expect interest and demand to grow this upcoming year. The pilot had a capacity issue: it was dependent on two people from the LPF to manage the program and two student teachers from UMD with limited availability. To ensure a sustainable and robust program that can meet student interest, this grant to the district of \$4300 serves to hire a part-time program coordinator that will both manage the logistics and teach the after-school clubs.

### **Program Details**

Two six-week sessions:

- October 23rd December 8th (no club the week of Thanksgiving break)
- March 4th April 12th
   Lester Park Foundation will support the school in hiring and training

#### LPF Grant Breakdown to District

- Up to 60 hours of program coordination and teaching prep time at \$20 an hour: \$1200 per year
- Up to three classes per day, 2:15 4:30pm at \$20/hr, for a Fall and Spring sessions: \$2700 per year
  - 11.25 hours a week for six weeks = up to 67.5 teaching hours per session
  - o Could accommodate up to 225 kids for a once a week session
- Materials and Supplies: \$400 per year
- Grant Total: \$4300

#### Benefit to Lester Park Elementary School and ISD 709 District:

- Increase language enrichment
- Increase cultural enrichment
- Expands after-school program options
- Could serve as a model for other schools looking to expand foreign language options

There will be no overheard or indirect costs associated with the above award; this award may only be used for funding the coordinator position and costs associated with the coordinator running the Spanish Club (e.g., club materials).

This grant is annual and can be renewed upon agreement with the Lester Park Foundation.

If there are any questions or any additional need, please let me know.

Sincerely,

Jon Benson

**Board President** 

Lester Park Foundation

Int.

September 11 2023



ISD 709
Duluth Public Schools
Administration and School Board Members

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**Board President** 

Lester Park Foundation

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