



UNIVERSITY OF MINNESOTA
USE AND SERVICES AGREEMENT

THIS USE AND SERVICES AGREEMENT (the "Agreement") is entered into effective as of September 1, 2013, by and between the Regents of the University of Minnesota, a Minnesota constitutional corporation the ("University"), and Duluth Public Schools ISD 709, a Minnesota public school district ("Licensee"). This Agreement is entered into by the University through its Department of Communication Sciences and Disorders (the "Department").

RECITALS

WHEREAS, Department operates the Robert F. Pierce Speech-Language-Hearing Clinic on the University's Duluth campus located at 156 Chester Park, 31 West College Street, Duluth, MN 55812 (the "Clinic"); and

WHEREAS, Licensee desires to use space in the Clinic to conduct audiological assessment of eligible students in Licensee's school district ("Licensee's clients"); and

WHEREAS, University is willing to permit Licensee to use certain space, equipment, materials and services in the Clinic, all as further described and subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises and the provisions contained herein, the parties agree as follows:

1. Grant of License. University grants to Licensee a non-exclusive license for shared use of the laboratory and testing booth and exclusive use of Room 176 in the Clinic, as shown on the attached Exhibit A, for the sole purpose of conducting audiological testing and assessments of Licensee's clients, during normal business hours and by appointment only, and for no other purpose. In connection with such use, University grants to Licensee, on a non-exclusive basis, reasonable use of telephones located in the Clinic (for local calls only), of one parking place for Licensee's audiologist, and of general parking for Licensee's clients. Licensee's use of the laboratory and testing booth shall be scheduled in advance with University. Licensee shall be required to provide all assessment and evaluation templates and documents for Licensee's clients seen at the Clinic.

Licensee acknowledges and agrees that University, its agents, employees, invitees, licensees and students may use any portion of the Clinic for any purpose whatsoever and at any time during the term of the License, provided that University does not unreasonably disturb Licensee's use of the Clinic as provided in this Agreement. Licensee shall use the Clinic in accordance with the terms and conditions of this Agreement, all University rules and regulations and all federal, state and local laws, ordinances, rules and regulations (including copyright or similar laws).

2. Description of Services. In connection with the license granted in Section 1, University shall render to Licensee for its reasonable and non-exclusive use during normal business hours the following services during the term of this Agreement:

2.1 Calibration of Audiological Equipment. University shall conduct calibration of Licensee's portable audiometers, typanometer and hearing test box (the "Equipment") on a schedule in accordance with professional practice standards.

2.2 Secretarial Services. University shall provide secretarial services to Licensee for scheduling of Licensee's testing of Licensee's clients. University shall be responsible for all employer obligations of University employees providing such secretarial services. All testing of Licensee's clients must be scheduled through University's secretary.

2.3 Office Supplies, Lab Materials and Services. Licensee may use lab supplies (towels, swabs and equipment cleaning supplies, diagnostic tests), office supplies (folders and blank client logs), Ethernet, the postage meter and the copier located in the Clinic.

Except as described in this Section 2, no other equipment and services shall be made available to Licensee by University.

3. Term and Termination.

3.1 Term. The term of this Agreement shall be ten months, **beginning on September 1, 2013 and ending on June 30, 2014**, unless earlier terminated pursuant to Section 3.2 or 13 below.

3.2 Termination. Either party may terminate this Agreement at any time without cause, upon sixty (60) days' written notice to the other. Upon such termination, Licensee shall make payment of amounts owing to University through the termination date. In the event the Clinic become unusable for the purposes contemplated herein due to fire or other damage or destruction through no fault of Licensee, Licensee shall have the right to immediately terminate this Agreement as of such date and upon payment of all amounts owing to University through the date of termination.

4. Fees. For use of the Clinic and the services described in Sections 1 and 2 above, Licensee shall pay the University as follows (altogether, the "Fees"):

4.1 License Fee. Licensee agrees to pay to University a license fee for use of the Clinic in the amount of \$100.00 per month, in advance, on or before the first day of each month.

4.2 Fee for Calibration Services. Licensee agrees to pay to University for calibration of Equipment the amount of \$183.00 per month, in advance, on or before the

first day of each month. Such fee shall be due and payable regardless of whether Licensee actually uses the Equipment during the applicable month.

4.3 Fee for Secretarial Services. Licensee agrees to pay to University a fee for secretarial services in the sum of \$458.00 per month, in advance, on or before the first day of each month. Such payment shall be due and payable regardless of the amount of secretarial services used by Licensee during the applicable month.

4.4. Additional Fees. Licensee shall pay a charge of \$2.00 for each of Licensee's clients served in the Clinic and a photocopying fee of \$0.10 per page. Licensee shall pay such fees within 10 days of receipt of an invoice from University.

If the Term commences on a day other than the first day of the month, or terminates on a day other than the last day of a month, or both, the Fees payable for the partial month(s) shall be prorated on a daily basis. If Licensee fails to make any payment within ten (10) days after the payment is due, Licensee shall be obligated to pay a late payment fee of five percent (5%) of the overdue amount, and, in addition, any payment which is not paid within thirty (30) days after the amount is due shall bear a finance charge at an annual rate of twelve percent (12%), one percent (1%) per month, from the first day due until paid. Payments received will be applied first to the late payment fee, then to the finance charge, and then to the base amount due. A fee of twenty and no/100 dollars (\$20.00) shall be paid by Licensee for all checks returned by the bank due to insufficient funds, account closed, or for any other reason.

5. Environmental. Licensee will not install, use, generate, store, or dispose of in or about the Clinic any hazardous substance, toxic chemical, pollutant, or other material regulated by the Comprehensive Environmental Response, Compensation and Liability Act of 1985 or the Minnesota Environmental Response and Liability Act or any similar law or regulation, including without limitation any material containing asbestos or PCBs (collectively "Hazardous Materials") without University's prior written approval of each Hazardous Material. Licensee will indemnify, defend and hold harmless University from and against any claim, damage, or expense arising out of Licensee's installation, use, generation, storage, or disposal of any Hazardous Materials, regardless of whether University has approved the activity.

6. Alterations. Licensee may not redecorate, change or alter the Clinic, nor may Licensee display any signs on or within the Clinic.

7. Personal Property. Licensee is responsible for loss of or damage to any personal property of Licensee, its guests, agents, employees or invitees, located within the Clinic before, during or after the term of the Agreement.

8. Liability. Licensee and University will each be responsible for their own acts and the acts of their directors, agents, employees and invitees, to the extent authorized by law, and will not be responsible for the acts of the other party, or its directors, agents, employees or invitees. Licensee's liability is governed by the provisions of Minnesota Statutes Chapter 466 and University's liability is governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736 and other applicable law.

9. Insurance. Licensee will obtain and keep in force comprehensive general liability insurance, including coverage for bodily and personal injury, property damage, and professional liability, with limits of not less than \$1,000,000 each occurrence and \$3,000,000 combined single limit. Licensee will also obtain and keep in force workers' compensation and Part B Employer's Liability insurance to the extent required by law and furnish proof of such insurance upon request. Licensee may self-insure for the coverages required in this section.

10. Assignment. Licensee may not assign its rights under this Agreement.

11. Surrender. Licensee will, at the termination or expiration of this Agreement, remove all of its personal property and equipment from the Clinic and will quietly yield and surrender the Clinic to the University in the same good condition that existed when it took them, normal wear and tear excepted. Personal property not removed by Licensee will be considered abandoned and University may dispose of it as it as permitted by law.

12. Notices. All notices, demands, and communications under the terms and conditions of this Agreement shall be given in writing and sent by first class mail to the below addresses for each of the parties or to such other addresses as may from time-to-time be requested by University and Licensee.

If to the University: University of Minnesota
Attn.: Ginger DeRosier
c/o Real Estate Office
424 Donhowe Building
319-15th Avenue SE
Minneapolis, MN 55455-0199

With a copy of
notices of default to: University of Minnesota
Office of the General Counsel
Attn.: Transactional Law Services Group
360 McNamara Alumni Center
200 Oak Street SE
Minneapolis, MN 55455-2006

If to the Licensee: Duluth Public Schools, ISD 709
Attn: Bill Hanson, Director of Business & Finance
Central Administration Building
215 North 1st Avenue East
Duluth, MN 55802
Phone No.: 218-336-8704
Facsimile: 218-336-8773

13. License Only, Termination and Remedies. Licensee acknowledges that this Agreement represents a grant of a revocable license only, and not an easement, lease or other interest in real property. If Licensee fails to comply with the terms and conditions of this Agreement, University

will be entitled to immediately terminate this Agreement and exercise all other legal and equitable remedies available to University.

IN NO EVENT WILL UNIVERSITY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, LOST PROFITS OR LIKE EXPECTANCY DAMAGES ARISING OUT OF THE AGREEMENT.

14. Use of University Name or Logo. Licensee may not use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the University, Extension, SGE or the name of any representative of the University without the written permission of the University in each instance.

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

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

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

18. Counterparts. This Agreement is executed in any number of counterparts, each of which shall constitute one and the same instrument.

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

Regents of the University of Minnesota

Duluth Public Schools, ISD 709

By: _____

By: W. K. Hanson

Name: _____

Name: BILL HANSON

Title: _____

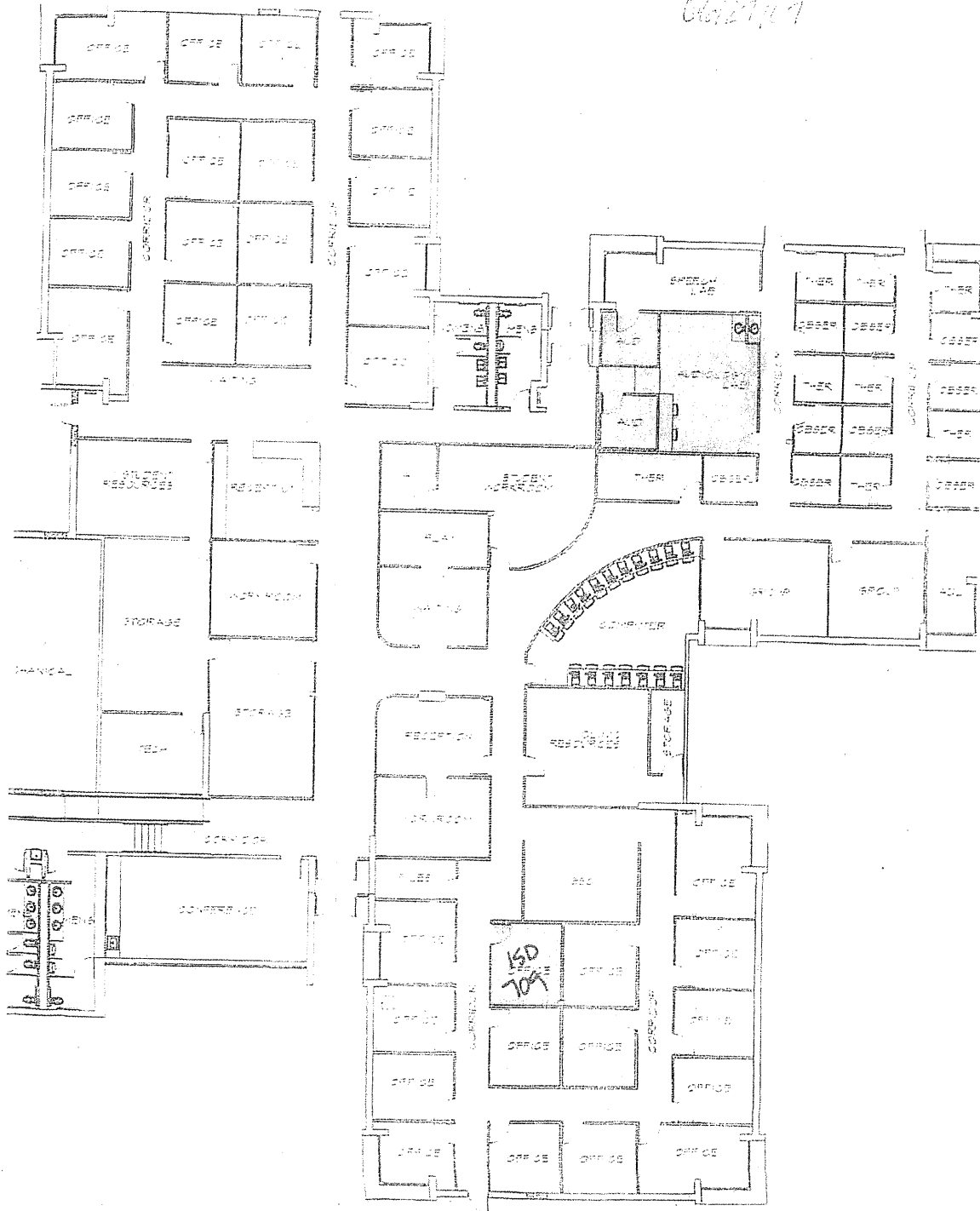
Title: CFO

Date: _____

Date: 7/3/13

EXHIBIT A Depiction of Clinic

06/27/07



**Contract for Services
Agreement between Duluth Public Schools
and
Brih Design, LLC**

The agreement between Brih Design, LLC, 6066 Shingle Creek Pkwy, PMB 172, Brooklyn Center, MN 55430 (Contractor) and Duluth Public Schools (District) defines terms of agreement for the period from August 19, 2013 through August 21, 2013.

Scope of Service

Contractor shall provide a 22-hour PCM Practitioner 2 (P) course to district staff. Dates and times of service have been agreed upon by Contractor and District in advance. Brih Design will purchase PCM manuals and provide PCM training mats.

Site of Service

Duluth Public Schools - Lincoln Park Middle School – 3215 West 3rd Street, Duluth, MN.

Payment

Payment will be made within 30 days of receipt of detailed invoice. The agreed upon proposal amount is \$3,410.00 and is attached to this contract. District agrees to pay full proposal amount despite participant cancellation or reduced number of participants attending the training for any reason.

Term

- This contract will be effective from August 19th 2013 through August 21st 2013.
- Continuing contracts will be renewed as requested.

Cancellation Clause

Either party may terminate this agreement without cause by providing 2 weeks, (14) days written notice of such intent to this effect to the other party.

Independent Contractor

- For the purposes of this Agreement, Contractor is an independent contractor.
- Nothing contained in this Agreement is intended nor shall be construed in any manner to create or establish a relationship of legal co-partners, joint ventures or joint powers between the parties.
- No statement contained in this Agreement shall be construed so as to find Contractor, its employees, agents or representatives to be employees or agents of District.

District: Duluth Public Schools

Contractor: Brih Design, LLC

By: 
Laura Fredrickson, Director of Special Services

By: _____
Andrea Quein, Behavior Analyst

Date: 7/10/13

Date: _____



**SERVICE PROPOSAL
PCM Training**

SERVICES PROPOSED:

This proposal outlines the cost for a 22 hour training, over three days, to certify staff at a Practitioner 2(P) level.

Training -	10 staff at \$220. / per person	=	\$2,200.00
Travel -	5 hours x \$75.00/per hour	=	\$375.00
Hotel -	3 nights X \$150.00/per night	=	\$450.00
Manuals-	10 manuals x \$35.00/per manuals (PCM adds a 10% shipping fee)	=	\$385.00
Total Cost of Training:		=	\$3,410.00

Additional considerations:

Brih Design will order manuals for this training.

Brih Design can provide the PCM mats for this training upon request.

The maximum number of 'practitioner' participants for this training is 10.

Proposal compiled by:
Andrea Quein, B.A.S.
Behavior Analyst

AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of July, 2013, by and between Independent School District #709, a public corporation, hereinafter called District, and Misty Peterson, 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 July 8, 2013 and shall remain in effect until unless July 31, 2013 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.** See attached

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.

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 \$2,000.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

7. **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 Edye Howes, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail PO Box 132 Sawyer, MN 55780

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.

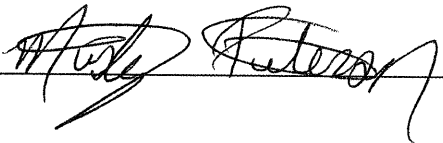
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under 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.

INDEPENDENT SCHOOL DISTRICT NO. 709


CONTRACTOR

Chair




Clerk

Title



Program Director

Taxpayer Identification Number



Director of Business Service

*OK
Crowford
7/8/13*

#2 Performance

The Contractor will provide services to produce and document an inventory for the American Indian Cultural Center and Indian Education Department. The Contractor agreed upon with the District for payment of \$10.00/hour not to exceed 80 hours.



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 8th day of July 2013, by and between Independent School District #709, a public corporation, hereinafter called District, Molly Schroeder, 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 on: August 14, 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.** Prepare and deliver keynote presentation of 45-50 minutes and one break out session of 60 minutes on August 14, 2013, at the Duluth School Summer Tech Camp. The Break-out session will cover Google Drive: The Core Magic and Inspiring Ideas.
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 (\$1,885.00) one thousand eight hundred and eighty-five dollars. 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.

10. **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.

11. **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 Technology Department, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail in care of: Molly Schroeder

5904 Abbott Ave S
Address

Edina
City

MN
State

55410
Zip

612-251-4381
Phone

12. **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.

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

14. **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.

15. **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.

16. **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.

17. **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.


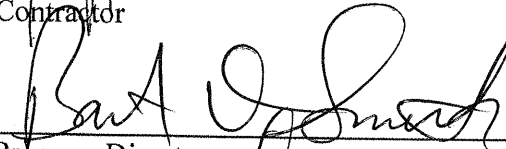
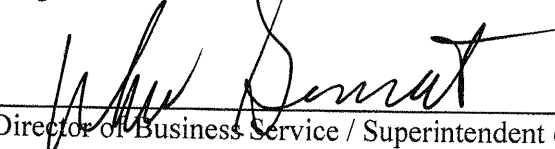
18. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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.

 <hr/> Contractor	XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX SSN/ Tax Identification Number	7/9/13 Date
 <hr/> Program Director		7/9/13 Date
 <hr/> Director of Business Service / Superintendent of Schools		7/10/13 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of May, 2013, by and between Independent School District #709, a public corporation, hereinafter called District, and Mary Plaste, 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 May 2nd 2013, and shall remain in effect until June 26, 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.** (insert programs or services to be performed by contractor)
Serve as Artist-in-Residence for Summer School Theatre Program
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.

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 \$2,500. 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 _____, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail _____ (mailing address including Zip Code).
Many Plaster 2737 Russell Road Duluth, MN 55810

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.

May K Olaste
Contractor

XXXXXXXXXXXXXXXXXXXX
976-13619
XXXXXXXXXXXXXXXXXXXX
SSN/ Tax Identification Number

6/26/2013
Date

Program Director

W C Hanson

Director of Business Service / Superintendent of Schools

7/18/13
Date

Stephen Schulz
Principal

6/26/13

AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of May, 2013, by and between Independent School District #709, a public corporation, hereinafter called District, and Jean Sramelk, 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 May 2nd 2013, and shall remain in effect until June 30th 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.** (insert programs or services to be performed by contractor)
Write rich vocabulary infused script for Summer School program.

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.

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 \$1,500. 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 _____, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail _____ (mailing address including Zip Code).

316 Mygatt Ave. Duluth, MN 55803

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.

Jean Szemek

Contractor

~~XXXXXXXXXXXXXXXXXXXX~~

SSN/ Tax Identification Number

6/15/2013
Date

Charles B. Leigand

Program Director

7/18/13
Date

W. Hanson

Director of Business Service / Superintendent of Schools

7/18/13
Date

CITON SOLUTION SUMMARY

Sub-Contracting Services

Always On.™



Sold To: ISD 709-Duluth School District Bart Smith 215 N. 1st Ave. E. Duluth, MN 55802 United States Phone: (218) 336-8700 Fax:	Ship To: ISD 709-Duluth School District Bart Smith 215 N. 1st Ave. E. Duluth, MN 55802 United States Phone: (218) 336-8700 Fax:	QUOTE # CCCQ31304 DATE 7/17/2013 Quote Expires in 30 days.	TERMS Net 10 REP Jberini
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Introductory Notes:

Good morning again, Bart!

Per my earlier eMail, if you could just sign and date the proposal and eMail it back to my attention, we'll get things going.

Please let us know if there are any questions, Bart. And thanks again for working with Citon! We really appreciate your business!

Line	Description	Qty	Unit Price	Ext. Price
1	Per Hour Help Desk Sub-Contracting Services - On-Site Approximately 280 Hours Total - Not to Exceed 300 Hours at \$55/Hour - Start Monday, August 19, 2013 - End Friday, October 4, 2013	280	\$55.00	\$15,400.00

*** Please contact Citon if extended services may be needed.

All Citon branded computer systems are covered by our comprehensive warranty. Customer understands that Seller is not the manufacturer of the non-Citon branded Products purchased by Customer hereunder and the only warranties offered are those of the manufacturer, not Seller or its Affiliates. In purchasing the Products, Customer is relying on the manufacturer's specifications and instructions for the handling of warranty claims. In order to better serve Customers' needs, Customer agrees to process any claims directly with the manufacturer, with the exception of Citon branded PCs. Citon services to assist with warranty processing for non Citon branded products is available upon request and may be billable.

Please note, if applicable, all Labor is estimated.

Prices subject to change - however we endeavor to maintain those quoted. Prices based upon total purchase - all delivery, training or consulting services to be billed at published rates for each activity involved - All hardware computer components proposed above are covered by their respective manufacturers warranties- we specifically disclaim any and all warranties, express or implied, including but not limited to any implied warranties or with regard to any licensed products. We shall not be liable for any loss of profits, business, goodwill, data, interruption of business, nor for incidental or consequential merchantability or fitness of purpose, damages related to this agreement. Minimum 15% restocking fee with original packaging. By accepting this proposal you agree to accept all our terms and conditions located, at www.citon.com, which are incorporated herein by reference. Thank you for considering Citon Computer Corp. All logo's, brands, and product names are trademarks or registered trademarks of their respective companies. © Copyright 2013. Citon Computer Corp. Duluth MN. Citon is a registered trademark of Citon Computer Corp. All rights reserved.

SubTotal	\$15,400.00
0.00000 Sales Tax	\$0.00
Standard Shipping & Handling	TBD
Total	\$15,400.00

Please note that this quotation contains proprietary design and configuration information. Disclosure to a 3rd party prohibited. Citon's report findings and recommendations are part of our proprierty process

Non Solicitation/Non Hire: Citon has a significant investment in the training, development and coaching of its professional services team. By Signing below, Customer agrees not to in any way solicit, hire, or directly subcontract on their own behalf or on behalf of any other Person, the services of any of Citon's employees or any of the employees of any related entities or induce any of Citon's employees or any of the employees of any related entities to terminate employment with Citon or any related entities.

Authorized Name

Bill Hanson

Authorized Signature & Date

Bill Hanson 7/19/13

Section III.E.1

Date 07/23/13
Effective date 07/01/13

AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of July 2013, by and between Independent School District #709, a public corporation, hereinafter called District, and Frederick Meyers, an independent contractor, hereinafter called Contractor.

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

- Dates of Service.** This Agreement shall be deemed to be effective as of 07/01/2013 and shall remain in effect until 12/31/2013, unless sooner terminated as provided for herein or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
- Performance.** To perform the duties of Official GED Examiner for the GED Testing Center, according to the regulations listed in the GED Service Testing Center Examiners Manual. Duties shall include transporting all testing materials from the Testing Center to the North East Regional Corrections Center on a weekly or bi-weekly basis, and administering all GED exams at NERCC, on a schedule determined by NERCC Educational Program Staff. Compensation shall be at the rate of \$65.00 for a half day of testing (7:45 a.m. – 12 noon). In addition, mileage compensation for travel from the GED Testing Center to NERCC shall be provided at *the federal rate (currently \$.565 /mile)* for 40 miles roundtrip for each session, to equal approximately \$23.40 (*subject to change of federal rate*). The maximum number of testing sessions to be reimbursed shall be 18.
- 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 \$ 1592.00 (\$1170.00 in compensation and up to \$422.00 in mileage). Contractor is required in Minnesota Statutes Section 270.66, subd. 3 to provide 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 (SSN) is provided.
- Requests for Reimbursement.** Contractor shall request reimbursement on a monthly basis, using the District Invoice attached as Attachment A. This invoice must be submitted within 60 days of the end of the month being billed for.
- 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 content of the programming, or any portion thereof, to its own use for any and all programs, forms, and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.
7. **Relationship.** It is agreed that nothing herein contained is intended to or should be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants, and employees shall not be the Worker's Compensation Act or the Unemployment Compensation Act on behalf of Contractor's officers, agents, services, or employees shall in no way be the responsibility of the District.
8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail to : Beth Tamminen, Adult Learning Center, ISD 709, 215 N. First Ave. E., 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: Frederick Meyers, 2269 Reimer Road, Duluth, MN 55804.
9. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interest, or obligations under this Agreement in any way whatsoever without the prior written approval of the District.
10. **Governing Laws.** This Agreement together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.
11. **Entire Agreement.** This agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.
12. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.
13. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; (as defined in 13.02, subd.5 of that Statute) which it collects, stores, uses, creates or disseminates pursuant to this Agreement.


Section III.E.1

Effective Date 07/01/13

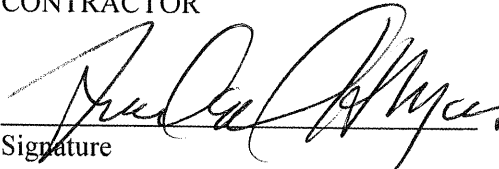
AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709

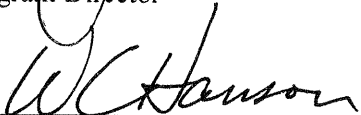
CONTRACTOR



Program Director



Signature



Chief Financial Officer

GED Examiner

Title

Taxpayer Identification Number (SSN) on file