

AGREEMENT

THIS AGREEMENT, made and entered into this 28 day of June, 2010, by and between Independent School District #709, a public corporation, hereinafter called District, and Christine A. Penney, 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)*

- Dates of Service.** This Agreement shall be deemed to be effective as of June 28, 2010, and shall remain in effect until July 23th, 2010, 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.
- Performance.** Contractor will prepare and submit all documents associated with the Investing in Innovation Fund grant application by July 23, 2010 and in accordance with the requirements of said application. Upon request, District will provide Contractor with all materials necessary to fulfill this contract. Contractor will be held harmless for an incomplete application if the District fails to provide requested material in a timely manner and will be reimbursed at the rate of \$50/hr for work performed.
- 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 \$ 7,5000 (\$50/hr) . 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.***
- Requests for Reimbursement.** Contractor shall request reimbursement upon submission of the Investing in Innovation Fund grant application basis, using the contractor's official invoice. This invoice must be submitted within 10 days of the end of the period 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.
- Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

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

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Bill Hanson, Director of Budget & Finance, 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 to 9305 Congdon Blvd, Duluth, MN 55804-2704.

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

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

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

Chair

Name Christine A. Penney

Clerk

Owner/Operator April 1, 2010

Title _____ Date

Bill Hanson
Director of Budget and Finance

7/1/10
Date

Taxpayer Identification Number

Section III.E.1

Date 06/22/10
Effective date 07/01/10

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2009, 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 07/01/2010 and shall remain in effect until 6/30/2011, 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 \$.50/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 28.
- 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 \$ 2500.00 (\$1820.00 in compensation and up to \$680.00 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 07/01/10

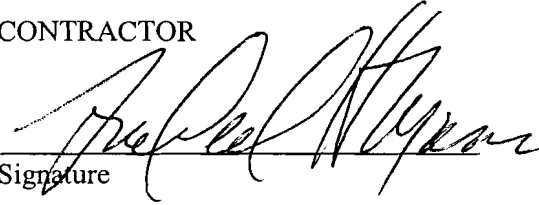
AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709


CONTRACTOR




Program Director



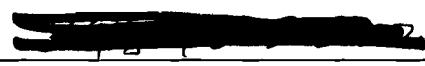
Signature



Director of Budget and Finance



Title



Taxpayer Identification Number / SSN

AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of June, 2010, by and between Independent School District #709, a public corporation, hereinafter called District, and Julia M Williams, 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:

- Dates of Service.** This Agreement shall be deemed to be effective as of June 18, 2010, and shall remain in effect until June 18, 2011, 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.
- Performance.** (Provide A SEPARATE PAGE detailing a description of the programs or services to be performed by contractor, as well as the funding source for payment.)
- 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 \$4,850.00. 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.*
- Requests for Reimbursement.** Contractor shall request reimbursement on a quarterly basis, using either the District Invoice (included as Attachment A) OR the contractor's official invoice. This invoice must be submitted within 10 days of the end of the period 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.
- 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.
- Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the

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

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Bill Hanson, Director of Budget & Finance, 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 to

(Mailing address, including zip code)

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

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

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

Chair

Julia M Williams
Name

Clerk

Independent Contractor June 18, 2010
Title Date

Program Director

~~XXXXXXXXXX~~
Taxpayer Identification Number

Director of Budget and Finance

Date

Description of services

To be provided by independent contractor Julia M Williams, PhD
For ISD #709 – Duluth Central High School
2009-2010

Facilitation of transition for Central/Denfeld site council to complete:

- Establishment and adoption of norms and by-laws
- Revision and adoption of belief statements and mission/vision statements
- Creation of data-informed site goals and implementation plan
- Establishment of sub-committees and work groups for shared decision making
- Establishment of charge statements for committees
- Establishment of protocol for monthly meetings and agendas

Preparation, and facilitation of processes to complete tasks

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of May, 2010, by and between Independent School District #709, a public corporation, hereinafter called District, and Compass Institute 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)*

- Dates of Service.** This Agreement shall be deemed to be effective as of May 10, 2010, and shall remain in effect until August 15, 2010, 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.
- Performance.** (Provide A SEPARATE PAGE detailing a description of the programs or services to be performed by contractor, as well as the funding source for payment.) **FUNDING SOURCE:**
Learn & Serve Am. Grant / Service-Learning
- 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 \$ 6,000. 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.***
Compass Institute Dr. James Toole, President Federal IRS Number #77-0234270 A 501 (C) 3 California State Non-Profit Corporation
- Requests for Reimbursement.** Contractor shall request reimbursement on a one payment to be made on or before August 15, 2010 (Monthly, quarterly, other - *please describe*) basis, using either the District Invoice (included as Attachment A) OR the contractor's official invoice. This invoice must be submitted within 10 days of the end of the period 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.
- 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.
- Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Bill Hanson, Director of Budget & Finance, 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 to Dr. James Toole President, Compass Institute 4253 Cottonwood Place, St. Paul, MN 55127 .
(Mailing address, including zip code)

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

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

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

Chair

Compass Institute (James Toole, President)

Name J Toole
Educational Organization July 30, 2010

Clerk

Title Date

Program Director

IRS #77-0234270
Taxpayer Identification Number

W Hanson 7/30/10
Director of Budget and Finance

July 30, 2010
Date

PERFORMANCE ATTACHMENT FOR CONSULTANT AGREEMENT WITH DR. JAMES TOOLE

Consultant: James C. Toole, Ph.D. for Compass Institute

Services to be performed:

Serve as Service-Learning school-wide consultant with Laura MacArthur Elementary School – Deb Sauter, Principal – Duluth Public Schools

Tasks include:

- phone consultations
- school visits and workshop days consisting of exploration and development of service-learning best practices including:
 - Clarification of terms – Service-learning; community-based learning, community service and volunteerism
 - Awareness of school's readiness for building quality service-learning school-wide
 - Developing a shared sense of purpose
 - Collective focus on student learning
 - Identification of State and district curricular standards/objectives in each grade level at Laura MacArthur and work with staff to develop lessons using service-learning methodology
 - Develop interdisciplinary and grade level team approach with service-learning
 - School wide service-learning curriculum mapping
 - Orientation to continuous improvement
 - Develop collective sense of responsibility and collaboration

Dates of Project: May 10 to August 15, 2010

Consultant Fee and Expenses -- To be paid on or before August 15, 2010

4.5 contact days at \$540 each	\$2,430
4.5 prep. days at \$540 each	2,430
Lodging – 4 nights X \$100	400
Mileage – 4 X 175 mi X.50	700
Materials, supplies, photocopy	<u>40</u>
TOTAL DUE	\$6,000

Make Payable To: Compass Institute
Federal IRS Number # 77-0234270
A 501 (C) 3 California State Non-Profit Corporation

Mailing Address: Dr. James Toole
President, Compass Institute
4253 Cottonwood Place,
St. Paul, MN 55127

Billing to:

Duluth Public Schools
C/O Kathy Bartsias
District Service-Learning Specialist
215 North 1st Avenue East
Duluth, MN 55802