

AGREEMENT

THIS AGREEMENT, made and entered into this date on **10-10-17** by and between Independent School District #709, a public corporation, hereinafter called District, and **Shawn Carr**, 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 **10-10-2017**, and shall remain in effect until **6-30-2018**, 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.** The Contractor will be on contract with DPS American Indian Education Department to provide Eagle Staff Education during cultural activities at Piedmont Elementary and Lincoln Park Middle School . (His/Her rate will be \$50.00 (Fifty dollars)/per session

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 (Two thousand 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.

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

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

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 the American Indian Education office, 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 214 East 4th St. Apt. 26 Duluth, MN 55805.

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

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

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

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

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

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

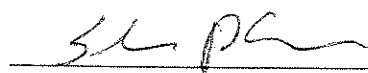
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

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

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



Contractor Signature

SSN/ Tax Identification Number

Date

E. H. Lewis

Program Director

10/27/17

Date

Michelle Lang

Director of Curriculum and Instruction

10/27/17

Date

Douglas A. Hahn

Director of Business Service / Superintendent of Schools

12/14/17

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of October, 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Lucas Anderson, 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 October 17, 2017, and shall remain in effect until November 18, 2017, 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)
Lucas Anderson will plan, prep and present a one-day workshop to regional art teachers - "Media Arts Jam!" at Marshall School in Duluth. Funds from the NE MN Regional Perpich Grant. (More info on last page of contract.)

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 \$ 300.00 - three hundred 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.

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

- Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- 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 Teri L. Akervik, 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) _____.

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.

MEDIA ARTS JAM!

WHO> MS & HS Visual Art Educators
WHERE> MARSHALL SCHOOL
1215 Rice Lake Rd. Duluth, MN
WHEN> 11/18/2017
9am-3pm

Lucas Anderson, Marshall Visual/Media Arts teacher to present workshop for area teachers funded by Perpich Center Regional Grant.

Workshop Description:

Come build your teaching portfolio with some new and exciting ways to engage your students in a multitude of ways using digital technology as a platform to launch from. You will learn and create side-by-side with fellow professionals as you become the student. Practicing what we preach is SO important in art education.

9-9:30am: Meet Greet Intro.

9:30-10:30: First "Assignment"

A Walk Through Illustrator Lesson: A Fun Beginning Assignment to connect with KIDS on their level

10:45-11:00am: Break- snack/restroom etc

11:00-12:00pm: Nature Quilts in Photoshop + Hands on Practice

12-1:00pm: Lunch

1-3pm: ART JAM SESSION

Mega Mural with Video documentation: How to use time lapse photography while getting hands on and drawing!

This will wrap up with a share out on topics pertinent to our profession (guided discussion) while making (background music provided)!

AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of October, 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Christopher Yaeger, 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 October 19, 2017, and shall remain in effect until November 20, 2017, 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)
Christopher Yaeger will plan, prep and present a 1/2-day workshop to regional PE/Dance teachers - "Dance in the PE Curriculum" at Esko School in Esko, MN. Funds from the NE MN Regional Perpich Grant. (More info on last page of contract.)

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 \$ 580.00 - five hundred, eighty dollars (\$300 - workshop fee, \$150 - mileage, \$105 - hotel+tax, \$25 - meal(s)). 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:

- Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- 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 _Teri L. Akervik_, 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) _____.

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.



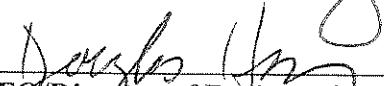
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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.

<u>Contractor Signature</u>	<u>SSN/Tax ID Number</u>	<u>Date</u>
	_____ Music Curriculum, Perpich Grant _____	__10/19/17__
Program Director		Date
	_____	10/19/17
Director of Curriculum and Instruction		Date
	_____	12/21/17
CEO/Director of Business Services/Superintendent of Schools		Date

“Dance in the PE Curriculum” - Perpich Grant Workshop
Monday, November 20, 2017 8:00-11:15am
Esko High School, 2 E Hwy 61, Esko, MN 55733

“Dance in the PE Curriculum”

Artist Goals

This residency follows recognized standards of achievement in the arts

To introduce dances that are simple to perform and give students a successful experience with movement.

To connect folk dance and culture to student’s personal ethnic heritage.

To provide a spectrum of activities and games used to experience dance.

To help students understand and use Dance Vocabulary in dance making activities.

This workshop, for regional PE/Dance teachers, is an active, “how to” demo class with active participation by all attending. The goal is to help the participants to recreate these workshop sessions in their teaching environments. Sessions for this workshop:

Family Folkdance

Learning to move together is what brings us together. Understand the process of hosting a family dance event from start to finish. Effective methods to ensure a successful community event. Dances that are simple to perform give students a successful experience with movement and can build community through the shared enjoyment of dance.

Social Dances Past and Present

Popular social dances from 1907 to 2017 will be taught considering the conventions of their time. Discover how the electronic world is changing the way we dance and how we teach, view and learn the popular dances of the day. Come learn and explore ways to integrate dance with social studies. Contemporary music is combined with traditional music to bring the dance into the Present day.

How has learning to dance changed in the last one hundred years? Is the emerging virtual community changing the way we dance or is it inspiring us to look at dance and dance education through a wider lens?

Imagination Airlines – World Dance Vacations

Book your flight for Imagination Airlines — Christopher becomes your guide as you virtually travel the world. Participants explore dance contributions from a variety of world cultures by learning both historical and contemporary dances. Journeys are driven by our imaginations as we walk, board a train or fly to destinations around the globe. Upon arrival, participants learn the dances from that region.

AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of Nov 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Renee Meyer, 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 10-16-17, and shall remain in effect until 10-16-17, 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)
1 day program SEEDS curriculum for Reading Corp Members
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 ~~\$12,000~~ \$450⁰⁰. 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 Duluth Head Start, 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 89185 BarkPoint Rd (mailing address including Zip Code) Herbster, WI 54844.

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

Ronald Meyer
Title

Clerk

Growing Minds
Title

for phone
Program Director

Taxpayer Identification Number

Douglas A. Han
Director of Business Service / CFO

SEEDS Affirmation Vocabulary

Give an affirmation: Specific, positive feedback, that describes what you saw or heard.
Include the person's name.

Example: *Kevin you are flexible. When I need you to work with a different age child you are willing to do what is needed.*

Accurate	Expressive	Pleasant
Achiever	Flexible	Polite
Adaptable	Fluent	Popular
Agreeable	Forward	Positive
Appreciative	Frank	Prompt
Artistic	Friendly	Realistic
Athletic	Generous	Relaxed
Attentive	Gentle	Reliable
Affirming	Good-looking	Responsible
Calm	Good sense of humor	Responsive
Capable	Good mixer	Sentimental
Cheerful	Hard-working	Smart
Competitive	Helpful	Sensitive
Conscientious	Humble	Sophisticated
Considerate	Humorous	Spirited
Convincing	Inspiring	Steady
Cooperative	Intellectual	Strong-willed
Courageous	Interesting	Supportive
Creative daring	Kind	Tenacious
Dependable	Leader likeable	Thorough
Detail-oriented	Loyal modest	Tolerant
Direct	Motivated	Trailblazer
Disciplined	Neat	Trusting
Dramatic	Neighborly	Understanding
Dynamic	Optimistic	Unique
Eager	Organized	Upbeat
Easygoing	Outgoing	Verbal
Encouraging	Persistent	Vigorous
Energetic enjoyable	Persuasive	Vivacious

PARKING LOT USE AGREEMENT

THIS AGREEMENT made as of the 5th day of September, 2017, by and between The Duluth Congregational Church, Minnesota, a non-profit corporation, CHURCH, and Independent School District No. 709, a public corporation under the laws of the State of Minnesota, DISTRICT;

WITNESSETH, that in consideration of the rent reserved herein and the mutual covenants and conditions contained herein, the Parties agree as follows:

1. The Church hereby agrees, and District hereby accepts and takes, without any obligation on the part of the Church to make any improvements, the shared use of up to forty-five (45) parking spaces in the parking lot located at 3833 East Superior Street.

2. The term of the Agreement shall be from September 5, 2017 until June 7, 2018 or until terminated by either party upon 60 days written notice.

3. As and for payment for the above described shared use, District agrees to pay the Church a reimbursement of the cost of operating and maintenance of the parking lot which cost is agreed to equal the sum of TWO THOUSAND SEVEN HUNDRED TWENTY DOLLARS (\$2,720.00) for the full term of the Agreement.

4. Church warrants that it has good title to the above described premises and has the right to enter into this joint use agreement, and that so long as District is not in default under this Agreement, the District will be entitled to quiet and peaceful enjoyment of the parking lot premises and shall not be disturbed or interfered with by Church or by any person claiming by, through or under the Church.

5. By entering into this Agreement, District shall not be liable for the payment of any taxes, assessments or other impositions imposed upon said lands, District's liability being solely that for the payment of cost described herein above.

6. Upon the termination of this Agreement through forfeiture or through lapse of time or any other means, District shall surrender its use of the above described premises to Church in as good a condition as received, reasonable wear and tear excepted.

7. District shall name the Church as additional insured upon its policy of liability insurance, and to the extent of such insurance and to the limits therein provided, or to the limits set forth in Minnesota Statute §466.04, whichever limits are greater, agrees to indemnify and save Church harmless from any claims, demands, actions or causes of action arising out of District's use and occupancy of said premises.

8. The use of said parking lot shall be for the shared use of the Church and District from 7:00 a.m. until 5:30 p.m. on weekdays during the term of this Lease. At other hours and times, the Church shall be entitled to the exclusive use of said premises.

9. The use of said parking lot shall be designated for the exclusive use of the Church on occasion during the period of 7:00 a.m. until 5:30 p.m. on weekdays during the term of this Agreement for the purposes of conducting funerals or other special events by the Church providing at least 24 hour advance notice to the District (East High School Principal).

10. The District agrees that during the term of this Agreement it will provide labor to monitor, pick up and dispose of refuse left in the lot by the District's users during the period from 7:00 a.m. until 5:30 p.m. on weekdays during the term of this Agreement.

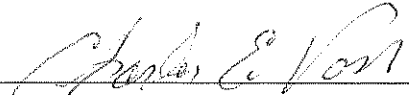
11. The District agrees to manage the use of the Church Parking Lot by the District's students and/or other users authorized by the District, thru the issuance of parking permits that shall be visibly displayed in each vehicle that is authorized by the District to park in the lot according to the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CHURCH:

**THE DULUTH CONGREGATIONAL
CHURCH**

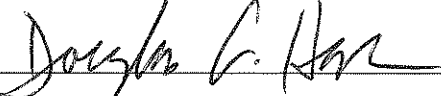
BY: _____


~~Carol Thibault~~, Church Moderator
Charles Voss

DISTRICT:

INDEPENDENT SCHOOL DISTRICT NO. 709

BY: _____


Douglas A. Hasler
CFO, Executive Director of Business Services

AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of October 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and **Andy Kimball**, 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 October 27, 2016, and shall remain in effect until November 17, 2017, 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.~~ ^{PR} This Agreement shall be deemed to be effective as of **October 27, 2017, and shall remain in effect until November 17, 2017, 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.** **Training for Duluth Preschool staff on Pediatric First Aid/CPR/AED Course MN Safety Council. Cost is \$25.00 per staff person at 37 staff for a total of \$925.00**
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 \$12,000. 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.
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 Duluth Preschool 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 629 East 10th Street, Duluth MN 55805.

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:

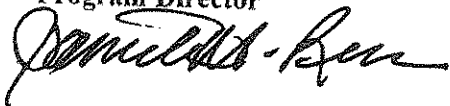
Workers' Compensation Insurance: Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

Pamela M. Rees
Program Director



Director of Business Service



Name/Title
Andrew Kimball/CPR
and First Aid Instructor


Taxpayer Identification Number or

RECEIVED

DEC 04 2017

HUMAN RESOURCES

INDIVIDUAL OR AGENCY - INTERPRETER AGREEMENT

This Consultant Agreement is by and between KY Interpreting Services and ISD 709. Services to be provided and other details have been listed below.

Name/Agency: KY Interpreter Referral

Address: 3251 Dahl Rd.

Telephone #(s): 218-393-3504

Social Security or Federal ID Number: -

Description of Service to be Provided: Interpreting Services as needed by the school district

Population to be Served: students and staff requiring ASL-English interpreting Services

Location and times of Services: Any ISD 709 location

Required Qualifications: Nationally Certified Interpreter File Folder # If Needed:

Date(s) of Service: 2017-2018 School Year.

Rate of Pay: \$ 65.00, Not to exceed \$ 6000.00 *

Invoicing Procedure: Invoices sent monthly.

Cancellation Requirements: Organization reserves the right to cancel this agreement due to severe weather or low enrollment. In either case, organization assumes no financial obligation for this agreement

Relationship: The parties hereto are independent contractors. Nothing in this Agreement shall be understood or construed to create or imply any relationship between the parties in the nature of any joint venture, employer/employee, principal/agent or partnership. The provider shall not become an employee of the Agency by acting under this Agreement and the provider shall be responsible for the payment of any taxes, fees or costs resulting from the above compensation. If the compensation reaches \$600 or more, a 1099 will be issued to this provider at the end of the calendar year.

Waiver of Law: This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of MN. This Agreement may not be assigned without the written consent of the other party. Any copy of this document shall be considered to have the binding and legal effect of an original document.

SIGNATURES

Signature of Douglas C. Han 12/22/17
ISD 709 Representative Date

Signature of Kathleen Youngstrom 11-20-17
Interpreter Date

* This is an extension of contracted services agreed to on 8/3/17. Total for year not to exceed \$12,000.00
Linda Kinner
AR Manager



Essentia Health Duluth Heritage Sports Center

120 S 30th Ave West
Duluth, MN 55806

Phone: 218-464-1711

Fax: 218-464-1713

Account Schedule Report

ESSENTIA HEALTH DULUTH HERITAGE SPORTS CENTER ICE/TURF RENTAL AGREEMENT (Revised June 1, 2016)

This agreement, made between This agreement, made between Essentia Duluth Heritage Center Ice Arena (hereinafter referred to as "Arena"), and the Essentia Duluth Heritage Center Board (hereinafter referred to as the "Board") and

Essentia Duluth Heritage Center
Jerry Demeo
120 S 30th Ave W
DuluthMN55806

Jerry@duluthheritagesportscenter.com

1. RENTAL RATES

A. The rental rates applicable for the use of the Sill or Seitz Arenas are:

- (1) Prime Ice Rental: \$180 Per Hour
- (2) Tournament Rate; \$180 Per Hour
- (2) Sub Prime Ice Rental: \$135 Per Hour
- (3) School Day Ice Rental: \$80 Per Hour
- (5) Winter Turf Rates Rate \$130 Per Hour
- (6) Birthday Skating Party \$210.00 per Hour
- (7) High School Game Rates \$800 per Hour

Now, therefore, the following provisions are mutually agreed on between the EDHC and the Tenant as follows:

1. RENTAL RATES

A. The rental rates applicable for the use of the EDHC's facilities for the planned Event, in accordance with the EDHC's published rental rates.

B. A sales use tax of .08375 percent will be charged to all users, unless a Minnesota Sales Tax Exempt form ST3, is furnished at the time of payment.

2. PAYMENT

A. A non-refundable deposit equal to 20% of the rental rate shall be made before the rental may be confirmed.

B. Full payment will be made in full prior to the rental, unless special credit arrangements have been approved in advance of the rental taking place. Such special credit arrangements will be defined in accordance with the terms and conditions shown on the EDHC's invoice, a copy of which is attached hereto.

C. Tenants having approved credit shall be invoiced following the fulfillment of the rental Agreement. Tenants having approved credit with contracts spanning more than one (1) week shall be invoiced for such rental weekly. This invoice shall be due and payable in accordance with the terms and conditions stipulated on the invoice.

D. Any unpaid balance shall be subject to the finance charge rate of 1.5% (annual percentage rate of 18%). Said finance charges will be based on the balance due for the number of days the balance remains unpaid.

E. Any unpaid balance due beyond thirty (30) days of the dated invoice shall be sufficient reason for denying and selling the Tenant use of said premises during the remainder of the term of this contract.

3. CANCELLATION

A. In the event the Tenant finds it necessary to cancel any of the rental periods of the EDHC for which it has contracted, the Tenant shall give to the EDHC's representative designated herein prior notice, in writing, of intent to cancel. Upon receipt of such notice, the EDHC shall use reasonable efforts to rent such cancelled rental periods. If the rental periods are used by another tenant, and the Tenant has paid for such rental periods, the EDHC will credit amounts received against Tenant's account and, if Tenant has no account balance owing at the time, the EDHC shall issue a check to refund such amounts. If the EDHC is unable to rent the cancelled rental periods, the Tenant shall pay for the cancelled contracted time at the specified rate.

B. All notices of cancellation of contracted rental time by the Tenant must be in writing and given to, mailed to, or faxed to the EDHC's designee.

4. SUPPLEMENTAL SERVICES

A. At the Tenant's request, the EDHC may

- (1). Provide amenities such as tables, chairs and other furniture.
- (2) Supply food and/or beverages from the EDHC's concessions.
- (3) Employ personnel (i.e. security, minor game officials and the like)
- (4) Rent/purchase any equipment of the EDHC does not have access to.

B. All supplemental services & equipment, with appropriate costs, shall be defined and included in this Agreement. The cost(s) incurred for such services and/or equipment (hereinafter referred to as Miscellaneous Costs) will be borne by the Tenant, with payment due in accordance with the terms defined in Section 2. The EDHC may, at its option, require advanced payment for these Miscellaneous Costs.

5. SECURITY.



Essentia Health Duluth Heritage Sports Center

120 S 30th Ave West
Duluth, MN 55806

Phone: 218-464-1711

Fax: 218-464-1713

Account Schedule Report

A. The Tenant agrees, at its expense, to provide qualified security personnel to prevent any spectators or other persons not germane to the conducting of the event from accessing the other areas of the facilities other than those defined in this Agreement.

6. PARKING

A. The Tenant understands that the Tenant and guest parking is limited to the parking lot that is on the west side of 30th Avenue West (West Lot). Other parking areas located on the north (North Lot) and east (East Lot) sides of Seitz Arena are controlled by businesses neighboring the EDHC and are restricted exclusively for their use.

B. The Tenant and Tenant's guests may have temporary access to Seitz Arena via the East Lot to load and/or unload merchandise and/or supplies but may not park their vehicles in the East Lot for their event. Once merchandise and supplies have been loaded/unloaded, vehicles must be moved to the West Lot for parking.

7. OUTSIDE VENDORS

A. Outside vendors recruited by the Tenant may be permitted to display and/or sell their products within the facilities, with the EDHC's prior approval. Such approval will not be unreasonably withheld provided such vendor products are not offensive to the EDHC's regular tenants and do not conflict with those offered by the EDHC or its sponsors. Each vendor shall limit its product display and sales to an area assigned by the EDHC's personnel and shall pay the EDHC, in advance, the sum of _____ per table used for such product display and sales. Approved vendors are required to execute the EDHC's waiver of liability form. Approved vendors will be attached hereto as Exhibit A.

8. SIGNS & BANNERS

A. No signs or banners of any type, including hand written signs, shall be placed in or on the EDHC facilities without the prior written consent of EDHC. When the placement of signs and/or banners is approved by the EDHC, the Tenant agrees to place such signs and/or banners in accordance with the EDHC's policies. The Tenant will be invoiced for any damage which may result to the EDHC's property from the improper placement of signs and/or banners.

9. FOOD & BEVERAGES

A. The Tenant shall not sell, give away or otherwise bring or provide any food or beverages to, at or in the EDHC facilities for any purpose and at any time without the written consent of the EDHC.

B. The EDHC has a strict policy regarding the service and consumption of adult-specific beverages. If the Tenant and/or its guests plan to serve and/or consume any alcoholic beverages within the EDHC or its adjacent property, such service and/or consumption must be done in accordance with the EDHC's policy. Arrangement for adult beverage service and/or consumption must be made with the EDHC at least fourteen (14) days in advance of the date the Event commences.

C. The Tenant acknowledges and agrees that the EDHC's concession stand will be open at the EDHC's discretion during the Event.

10. ADMISSION FEES

A. Unless otherwise specified herein, the Tenant may not charge an admission fee to the EDHC facilities without the written consent of the EDHC.

11. INSURANCE

A. Tenant shall maintain liability insurance against claims for bodily injury death or property damage occurring on or about the Ice EDHC. Such insurance shall be written on an occurrence basis with a combined single limit of not less than \$1,000,000 per occurrence. If the insurance policy is written on a "claims-made basis", the party will maintain coverage for a minimum of three years past the expiration of this Agreement. The retroactive date of this policy shall be indicated on the certificate of insurance outlining coverage. In addition the renter shall name the EDHC as an additional insured with respect to its own operations on said policies of insurance and will provide a certificate that such insurance is in force. Both parties will maintain all workers compensation insurance required by law.

12. INCLEMENT WEATHER

A. The Facilities Manager will determine any closures due to inclement weather. If the EDHC is not able to reschedule the rental in a manner satisfactory to suit the Tenant, the EDHC shall provide a full refund of all rental fees and deposits. Refunds for supplemental equipment may also be given, depending upon the EDHC's ability to obtain such refunds from the EDHC's suppliers.

B. In the event of cancellation due to inclement weather, the EDHC's sole liability will be limited to the refund of any deposits. At no time with the EDHC be liable for any expenses, direct, indirect or consequential, incurred by the Tenant as a result of cancellation due to inclement weather.

13. ASSIGNMENT AND SUBLETTING

A. The Tenant hereby agrees that they cannot and will not assign nor sublet any part of the said premises without the consent in writing of the Facilities Manager, and the completion of a DHSC Ice EDHC Contract by other party.

14. INDEMNIFICATION

A. The Tenant and each of its members/guests in consideration of being allowed to use the EDHC's facilities defined herein agrees to indemnify, defend, save the EDHC, and voluntarily assumes all risks of accident or damage to its property and to the person and property of said members and hereby releases the EDHC, Board, its officers and employees from every claim, liability or damage of any kind sustained by it and each and every of its officers and employees.

15. EDHC RULES

A. It is agreed by and between the parties hereto that the Rules and Regulations of the EDHC and its Board of Directors are hereby made a



Essentia Health Duluth Heritage Sports Center

120 S 30th Ave West
Duluth, MN 55806

Phone: 218-464-1711

Fax: 218-464-1713

Account Schedule Report

part of this rental Agreement, and receipt of the said Rules and Regulations is hereby acknowledged. Violation of any of the rules and regulations by any player, parent, coach, team officials, spectator or employee of the said Tenant shall be grounds for the offending party's removal from the EDHC.

B. Any damage to the EDHC or its equipment caused by any player, parent, coach, team officials, spectator or employee of the said Tenant, including any Sub-Tenant's shall be repaired and/or replaced and the EDHC shall be reimbursed for all costs involved by the Tenant.

16. MECHANICAL EQUIPMENT FAILURE

A. In the event of mechanical failure of the EDHC equipment, the Tenant will be notified by the EDHC staff as soon as possible. The EDHC's management shall have the exclusive authority to determine whether the ice sheet is in usable condition, and shall not be liable to the Tenant for the consequences of any cancellation other than to supply the Tenant with substitute ice time acceptable to the Tenant or a refund of its deposit.

17. CONSIDERATION AND TERM

A. In consideration of the conditions contained in this Ice Rental Agreement, the EDHC through its appointed agent(s) leases and lets to the Tenant, the EDHC's facilities, and the Tenant agrees to pay the following amounts for the attached contracted ice on or before the dates mentioned in the payment section of this contract.

Signature *Douglas A. Hasler* Print

Signature Douglas A. Hasler

Date 12/7/17



Essentia Health Duluth Heritage Sports Center

120 S 30th Ave West
Duluth, MN 55806

Phone: 218-464-1711

Fax: 218-464-1713

Account Schedule Report

Essentia Duluth Heritage Center

Jerry Demeo
120 S 30th Ave W
Duluth, MN 55806

Phone: (218) 349-9803

Email: Jerry@duluthheritagesportscenter.com

Account Schedule - By Date

12/19/2017 - 12/19/2017

Date	Day	Complex	Facility	Event Type	Event Time	Dur.	Rate	Other	Tax	Total
12/19/2017	Tue	EDHC	Seitz Ice	Event	9:30 AM-11:00 AM	1/30	80.00	0.00	0.00	120.00
<i>Schedule Notes:</i> Skate for Lester Park 3rd graders- 3 classes 82 children and some parents. Need Skate rentals \$3 per pair and have skate aids available. Xmas music on										
						1 (hrs) / 30 (min)	Sub Total		\$120.00	
								Tax	\$0.00	
						Grand Total		\$120.00		

AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of December, 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and TruArtSpeaks, 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 December 15, 2017, and shall remain in effect until June 30, 2018 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.** The Contractor will provide workshops for student learning and/or staff development at the middle and high schools during after-school activities, school class periods, and/or W.I.N. periods in the following areas: cultivating literacy, student leadership, and social justice through the study and application of Spoken Word and Hip Hop culture.
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 the performance services listed above at a rate of \$400.00 (four hundred and no/100 dollars)/2-hour workshop plus mileage at the current district rate of \$0.535/mile (estimated 300 miles roundtrip) up to a sum not to exceed \$4,000.00 (four thousand and no/100 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.
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

“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.

Tish Jones _____ 12/7/17
Contractor Signature SSN/ Tax Identification Number Date

William Howes _____ 12/6/17
Initiator - (Contact with questions) Date

William Howes _____ 12/7/17
Program Director Date

Phil Flannery _____ 12/7/17
Director of Curriculum and Instruction Date

Joseph A. Han _____ 12/8/17
Director of Business Service / Superintendent of Schools Date

AGREEMENT

Revised 3/3/15

THIS AGREEMENT, made and entered into this 12th day of December, 2017, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and, **Duluth Fine Pianos LLC, John C Pierce, 405 E Superior St, Duluth MN 55802** 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 ISD 709 at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. To move pianos as scheduled.
2. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Contractors Insurance Policy;
 2. Supplementary Conditions and Insurance Requirements; and
 3. Any other documents identified by ISD 709.
3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 500.00. Contractors are 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 the TIN is provided.
4. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by ISD 709 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 ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of any such item. ISD 709 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 ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.
6. **Ownership of Materials.** ISD 709 reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, 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 ISD 709 and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of ISD 709. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

8. **Indemnity and defense of ISD 709.** Contractor shall indemnify, hold harmless and defend ISD709, its employees, agents, successors and assigns, and their respective shareholders, directors, officers, employees and agents against and in respect to any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities, general losses, costs and reasonable attorneys' fees, court costs and litigation expenses (collectively "Liabilities") which may arise out of, relate to or result from any act or omission of the Contractor.

In the event that Contractor breaches its obligation to defend, indemnify and hold ISD 709 harmless, then in addition to its other damages ISD 709 shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

9. **Notices.** All notices to be given by Contractor to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of Tony Kelekovich, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Duluth Fine Pianos LLC, John C Pierce, 405 E Superior St, Duluth MN 55802

10. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of ISD 709.

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

12. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota without regard to conflict of laws considerations.

13. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of ISD 709. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive bidding requirements apply to this Contract that those requirements apply to the award and performance of this Contract.

The Regulations of ISD 709 are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

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.** 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:

18. **Representatives of ISD 709.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

<u>ISD 709 Employee</u>	<u>Position</u>
Doug Hasler	CFO/ Executive Director of Business Services

19. **Protection of ISD 709.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

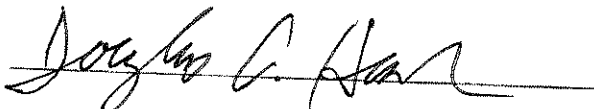
20. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

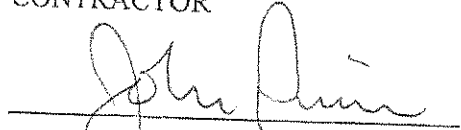
AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709



Doug Hasler
CFO/Executive Director of Business Services

CONTRACTOR



By John Pierce

OWNER -
Title Duluth Fine Pianos

Taxpayer Identification Number

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **December 15, 2017** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Creation Station** (hereafter referred to as the AGENCY) witnesses that:

WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in **T** individual Education Plan (IEP).

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

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:
Preschool programming for 4 hrs (240 minutes) per day, 3 day per week, and up to 62 days.
 2. The AGENCY shall perform these services at: **2101 Trinity Rd, Duluth, MN 55811.**
 3. The approximate date the service will begin is, **December 19, 2017** and shall not extend beyond **May 31, 2018**; the contract not to exceed a total of **62 Days** (3 Days per Week) and a total cost up to **\$744.00.** (\$12.00 per day).
 4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
 5. 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 Historical Old Central High School (HOCHS) on the 15th of each month for the preceding month.**
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6 Public Schools

Page 2 - Contract for Purchase of Special Education Services

6. Either party may terminate this agreement as follows: Thirty (30) days written notice, or upon mutual agreement.

7. Both parties agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

SIGNED:

Name of Agency

By _____
Authorized Agent

Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

Douglas A. Hark
C.F.O. Executive Director of Business Services

Date 12/22/17

Special Services Department
215 N. 1st Ave. East
Duluth, MN 55802

By *Jason Crane* 12/15/17
Director