



## FACILITIES MANAGEMENT

Independent School District No. 709

*Located at 101 East 3rd Street*

*Mailing Address: 215 North 1st Avenue East  
Duluth, Minnesota 55802*

Construction Management (218) 336-8907

Maintenance (218) 336-8906

Operations (218) 336-8905

Fax (218) 336-8909

# Memorandum

**To:** Bill Hanson

**From:** Kerry M. Leider

**Date:** June 23, 2011

**Re:** Quote #4077 – District-wide Flooring Installation Labor

One quote was received in response to the School District's request for quotes for District-wide Flooring Installation Labor covering the period from July 1, 2011 through June 30, 2012, with the option to extend two (2) additional one-year periods. Johnson's Carpet One, 5611 Grand Avenue, Duluth, MN, submitted the low hourly rate quote with an estimated value of \$5,250.00, based on 100 estimated hours at the hourly rate of \$52.50.

I am recommending approval of the contract with Johnson's Carpet One to provide hourly flooring installation labor pursuant to Quote #4077 – District-wide Flooring Installation Labor. If you concur, please sign both copies of the agreement and return them to the Facilities Management office for processing.

Attached please find the Quote Sheet, Comparison, and Quote Tab for this project.

Attachments

## INDEPENDENT SCHOOL DISTRICT NO. 709

MEMORANDUM OF AGREEMENT, made this **9th day of May 2011**, between Independent School District No. 709, a public corporation, in the State of Minnesota, party of the first part, hereinafter called "ISD 709," and **Johnson's Carpet One**, party of the second part, hereinafter called "Contractor".

WITNESSETH, that the said Contractor, in consideration of the covenants and agreements herein mutually entered into and under the conditions and penalties provided in the specifications hereto annexed, which specifications form an integral part of this contract does for itself and for its successors, assigns, executors and administrators covenant, promise and agree to and with ISD 709 that Contractor shall and will at its own proper cost and expense and according to the best of its art and ability, do and perform all the work and furnish all materials (except only where otherwise especially provided herein to the contrary) which may be required in building and completing the specified work: **To perform all work as specified in Quote #4077, District-Wide Flooring Installation Labor for the period of July 1, 2011 through June 30, 2012, with the option to extend two (2) additional years. This hourly rate contract award amount is approximately \$5,250.00 based on 100 estimated hours of labor at a rate of \$52.50. Total contract award amount to be determined through execution of this contract based upon**

**rates as defined in the contractor's quote proposal.** As stated above, and together with all other words connected therewith or necessary thereto, in accordance with the specifications herein contained and in accordance with the plans and directions made and to be made from time to time as the work proceeds, said plans and directions to form a part of this contract.

**AUDIT:**

All books, records, documents, and accounting procedures and practices of the vendor, that are relevant to the contract, are subject to examination by the state auditor. (1998 Minnesota Laws chp. 386, art. 1, & 6).

**CONSIDERATION:**

ISD 709, in consideration of the due and faithful performance of the covenants and agreements referred to herein and in the specifications promises and agrees that the contract price submitted to ISD 709 in Contractor's quote shall be paid to said Contractor, in full for all claims and demands, and in the manner herein provided and subject to all specified and legal conditions, forfeitures and deductions.

**CONTRACT DOCUMENTS:**

It is understood and agreed that this contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet
2. Advertisement for Quotes, Contractor's Quote, and Quote Tabulation.

3. Contractors Insurance Policy.
4. Supplementary Conditions and Insurance Requirements.
5. Asbestos Containing Materials Contractor/Short Term Worker Acknowledgement Form.

IN WITNESS WHEREOF, Independent School District No. 709 has caused these presents to be signed by the Director of Business Services and said Contractor shall hereunto set his/her hand the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709

By: \_\_\_\_\_

Bill Hanson, Director of Business Services

Date: \_\_\_\_\_

CONTRACTOR

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 27th day of May, 2011, by and between Independent School District #709, a public corporation, hereinafter called District, and Mr. Terry Goodsky, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. This Agreement shall be deemed to be effective as of May 16, 2011, and shall remain in effect until September 1, 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.

2. **Performance.** Contractor shall provide the following services:

- A. Mr. Goodsky shall provide cultural instruction in the art of Native drumming techniques, drum etiquette, song structure, Ojibwe lyrics, singing styles, types of songs, and specific honor songs. Sessions will be offered at various schools and the Washington Center located at Fourth Street and Lake Avenue in Duluth. Minimum of two sessions per week, beginning June 4, 2011. Additional scheduling may be negotiated and assigned.
- B. Mr. Goodsky shall work as a language mentor and accompany students to Fon du Lac Ojibway Language Immersion Camp, June 23-26, 2011, for a total of four days.
- C. Mr. Goodsky shall accompany the ISD 709 Drum Group to the Veterans Pow Wow at Fon du Lac, July 14-17, 2011, for a total of four days.
- D. Mr. Goodsky shall accompany the ISD 709 Drum Group to Mash-Ka-Wisen, August 4-7, 2011, for a total of four days.
- E. Mr. Goodsky shall accompany the ISD 709 Drum Group to Water Walk, June 9-12, 2011, for a total of four days.

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing the following obligations not to exceed a total of \$2,900.00 (two thousand <sup>nine</sup> eight hundred dollars):

- A. Cultural/drum instruction at \$50.00 per session, not to exceed \$800.00
- B. Language Mentor, not to exceed \$600.00
- C. Veterans Pow Wow drum chaperone, not to exceed \$500.00
- D. Mash-Ka-Wisen drum chaperone, not to exceed \$500.00
- E. Water Walk drumming, host, and chaperone, not to exceed \$500.00

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.

**4. Requests for Reimbursement.** Contractor shall request reimbursement on a monthly basis, using the District Invoice. This invoice must be submitted within 30 days of the end of the month being billed for.

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

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

**7. 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 Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail care of Terry Goodsky, 925 N. Fourth Avenue, Duluth, MN 55805.

**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.

**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:

  
\_\_\_\_\_  
Terry Goodsky

5-27-2011  
Date

~~XXXXXXXXXX~~  
\_\_\_\_\_  
Taxpayer Identification Number

Independent School District 709:

  
\_\_\_\_\_  
Program Director / Coordinator

5/31/11  
Date

  
\_\_\_\_\_  
Director of Business Services

6/9/11  
Date

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 26th day of May, 2011, by and between Independent School District #709, a public corporation, hereinafter called District, and NAACP – Duluth Branch, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

**1. Dates of Service.** This Agreement shall be deemed to be effective on June 19, 2011, and shall remain in effect 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.** Juneteenth, also known as Freedom Day or Emancipation Day, commemorates the announcement of the abolition of slavery in the U.S. State of Texas. Celebrated on June 19<sup>th</sup> of each year, Juneteenth is an official annual holiday in 29 of the United States. This event will create opportunities for interracial communication building, learning, and celebration of diversity. Multicultural and community involvement will be provided to disenfranchised youth thru this African American celebration. District staff, students and community members will be invited to attend.

**3. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$7,000.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

**4. Requests for Reimbursement.** Contractor will be paid in the following manner. Payment by the District will be made in the amount of two thousand dollars (\$2,000.00) upon approval of the contract for start up costs. As additional receipts/invoices are provided to the Office of Education Equity, a reimbursement request will be submitted to accounts payable for processing. Additional payments to the contractor shall not exceed \$5,000.00 and will be processed as receipts/invoices are provided. Invoices are required for payment.

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

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



**7. 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 Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail care of NAACP P.O. Box 494 Duluth, Mn 55801.

**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.

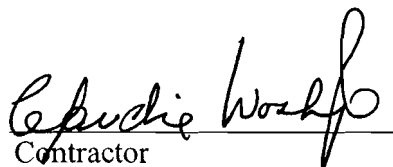
**12. Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

**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.

**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.

 5/31/11  
Program Director Date

  
Director of Business Service

 5/26/11  
Contractor Date  
NAACP DULUTH BRANCH

FIN 13-1084135

Mailing address: America Reads/Counts Program, Office of Student Employment, Darland Administration Building, 10 University Drive, Duluth, Minnesota 55812, (218) 726-7912



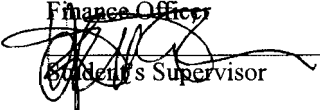
**THIS AGREEMENT**, made this 7<sup>th</sup> day of JUNE, 2011, is entered into between the University of Minnesota Duluth, herein called the "University," and ISD 709, herein called the "Agency."

It is mutually agreed as follows:

1. The Agency hereby agrees to provide employment for students duly certified by the University and accepted by the Agency. A statement of certification bearing the authorized signature of an official of the University will set forth the name of each student, the maximum number of dollars the student may earn, the inclusive dates of the student's Federal Work-Study award, and the maximum number of hours per week the student may work during academic period
2. Students will be made available to the Agency by the University for the performance of specified work assignments. The University, through this Agreement, does not guarantee a minimum number of students to the Agency. If a student's academic status or financial need alters said student's Federal Work-Study award, which is determined by the University, the University must remove students from the Agency to prevent an overaward of Federal Work-Study funds. *The University shall remain responsible for compensating students for hours worked, except in cases when students have exceeded their Work-Study award, in which case, the Agency will be responsible for earnings over the documented award amount.*
3. The University is considered the employer for the purpose of the agreement. It has the ultimate right to control and direct the services of the students for the Agency. It also has the responsibility to determine whether the students meet the eligibility requirements for employment under the Federal Work-Study Program, to assign students to work for the Agency, and to determine that the students do perform their work in fact. The Agency's right is limited to direction of the details and means by which the result is to be accomplished. The Agency may remove students from an assignment and from employment with the Agency if the student does not perform his/her duties in a satisfactory manner or fails to comply with the instructions and/or policies and procedures or requirements of his/her supervisor or the Agency. The Student is an "at-will" employee of the Agency; the Agency shall inform the University in writing of intent to remove a Federal Work-Study employee from employment. The Agency agrees that no students will be denied employment or subjected to different treatment under this Agreement because of race, religion, creed, color, sex, national origin, disability, age, marital status, public assistance status, veteran status or sexual orientation; and that it will comply with the provisions of the Civil Rights Act of 1964 (P.L. 88-352; 78 Stat. 252) as amended; Title IX of the Education Amendments of 1972 (Publ. L. 92-318).
4. Transportation for students to and from their work may be provided at the Agency's expense, i.e., bus passes. The Agency agrees that if background checks are required, that it will assume responsibility for such checks on all prospective employees, at the Agency's expense.
5. Compensation of students for work performed on a project under this Agreement will be disbursed and all payments due as an employer's contribution under Federal or State Social Security laws, or under other applicable laws, will be made by the Institution. As the direct supervisor of the student, the Agency assumes responsibility for workman's compensation and assumes liability for other injuries that may occur to the employee (student) while on the premises of the school or other building in which work is performed.
6. Students must not work more than forty (40) hours per week. And work hours cannot be during scheduled class time.

7. As an employer of Federal Work-Study students, the Agency agrees to:
  - A) Monitor the earnings of the Federal Work-Study employee(s). The Federal Work-Study award stated on the Student Employment Referral *or on subsequent Notification of Change in Work-Study Award form(s)* is the maximum amount the student(s) may earn during the terms indicated.
  - B) Check the registration status of the Federal Work-Study employee(s) each semester. Undergraduate employees must be registered for at least 6-8 credits (half-time status) and graduate students must hold at least half-time status (see University of Minnesota Duluth Student Employment Rules Manual for definitions of full- and half-time registration) throughout the academic year to be eligible for Federal Work-Study. Registration through day school and/or extension is acceptable, but correspondence courses (independent study) and registration for audit only (visitor status) do not count toward the required credit load.
8. The Agency shall furnish to the University such information as may be necessary for the University to comply with the regulations of the U.S. Office of Education pertaining to the Federal Work-Study Program. The Agency will permit the University, from time to time as it may request, to inspect the premises in which the student is working under this Agreement, and will review with the University the working conditions and job requirements of all such students.
9. The Agency will be responsible for the supervision of work performed by students participating in any project under this Agreement, and will make available to the University the names and locations of Agency supervisors.
10. The Agency will permit the University from time-to-time, as it may request, to inspect the premises in which the student(s) is working under this Agreement, and will review with the University the working conditions and job requirements of all such students.
11. Work to be performed under this Agreement will not result in the displacement of employed workers or impair existing contracts for services, and must not involve the construction, operation, or maintenance of any facility used, or to be used for sectarian instruction or as a place of religious worship. Further, no project may involve political activity or work for any political party.
12. This Agreement shall supersede any and all prior agreements between the University and the Agency regarding the mutual operation of a Federal Work-Study Program under the provisions of the Federal Work-Study Program.
13. This Agreement shall take effect JULY 1, 2011 and terminate JUNE 30, 2012 unless amended in writing as mutually agreed upon by both the Agency and the University; however, either party may terminate upon ten working days written notice. Agency Signatures

AGENCY SIGNATURES

 Date: 6-7-11  
 Program Director  
 Date: 4/9/11  
 Finance Officer  
 Date: 6-7-11  
 Student's Supervisor

Email address of Supervisor: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_

UNIVERSITY SIGNATURES

\_\_\_\_\_  
 Date: \_\_\_\_\_  
 Program Director  
 \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Program Coordinator  
 \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Office of the Treasurer

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 15th day of May, 2011, by and between Independent School District #709, a public corporation, hereinafter called District, and Pamela Toole, Ph.D., 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 15, 2011, and shall remain in effect until September 30, 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 \$ 4,800. 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. Pam Toole, Vice-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 September 30, 2011 (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 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Dr. Pam Toole Vice-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

Name

Clerk

Title

Program Director

Taxpayer Identification Number

Director of Budget and Finance

Date

Pamela Toole for Compass Institute

Vice President

6/15/11

77-0234270

6-15-11

Tasks include:

- phone consultations
- school visits and workshop days consisting of exploration and development of service-learning best practices including:
  - Examine how the latest findings in neuroscience support service-learning as a method of instruction.....
  - Develop an understanding of meaning, emotions, context and reflection as they relate to retention and engaged learning.
  - Assess current practice both for brain compatible strategies and for service-learning strategies.
  - Identify the characteristics of an engaged campus and how service-learning can be utilized to foster these characteristics...

**Dates of Project:** August, 2011

**Consultant Fee and Expenses --** To be paid on or before September 30, 2011

3.5 contact days at \$540 each	\$1,890
3.5 prep. days at \$540 each	1,890
Lodging – 3 nights X \$100	300
Mileage – 700 mi X .51	357
Materials, supplies, photocopy	<u>363.</u>
<b>TOTAL DUE</b>	<b>\$4,800</b>

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

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

*from  
01-216-200-470-011  
Kathy Bartsias*

**Billing to:**

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

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 15th day of May, 2011, by and between Independent School District #709, a public corporation, hereinafter called District, and James C. Toole, Ph.D., 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 15, 2011, and shall remain in effect until September 30, 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 \$ 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 September 30, 2011 (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 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 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

Chair

Clerk

Program Director

W. Hanson  
Director of Budget and Finance

CONTRACTOR

James Toole for Compass Institute

Name

President,  
Compass Institute

Title

Date

77-0234270

Taxpayer Identification Number

June 14, 2011

Date



**.PERFORMANCE ATTACHMENT FOR CONSULTANT AGREEMENT WITH DR. JAMES TOOLE**

**Consultant:** James C. Toole, Ph.D.

**Services to be performed:**

Serve as Service-Learning school-wide consultant with Lowell Elementary School – Jerry Maki, Principal; and Homecroft Elementary School, Sue Lehna, 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 Homecroft and Lowell 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/June 2011

**Consultant Fee and Expenses --** To be paid on or before September 30, 2011

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>
<b>TOTAL DUE</b>	<b>\$6,000</b>

**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

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 15th day of May, 2011, by and between Independent School District #709, a public corporation, hereinafter called District, and James C. Toole, Ph.D., an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: *(insert as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 15, 2011, and shall remain in effect until September 30, 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.
2. **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.)
3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$1,200. 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**
4. **Requests for Reimbursement.** Contractor shall request reimbursement on a one payment to be made on or before September 30, 2011 (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.
5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.
6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.
7. **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 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 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

James Toole for Compass Institute  
Name

\_\_\_\_\_  
Clerk

President  
Compass Institute  
Title Date

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

77-0234270  
Taxpayer Identification Number

Bill Hanson  
Director of Budget and Finance

June 14, 2011  
Date

**PERFORMANCE ATTACHMENT FOR CONSULTANT AGREEMENT WITH DR. JAMES TOOLE**

**Consultant:** James C. Toole, Ph.D.

**Services to be performed:**

Serve as Service-Learning school-wide consultant with Lowell Elementary School – Jerry Maki, Principal; and Homecroft Elementary School, Sue Lehna, 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:** August, 2011

**Consultant Fee and Expenses** -- To be paid on or before September 30, 2011

1 contact days at \$540 each	\$ 540
1 prep. days at \$540 each	540
Materials, supplies, photocopy	<u>120</u>

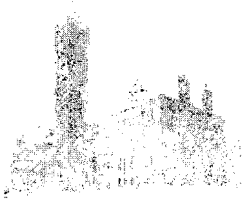
**TOTAL DUE** \$1,200

**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



**TECHNOLOGY DIVISION**

215 North First Avenue East

Duluth, MN 55802

Telephone: 218-336-8754

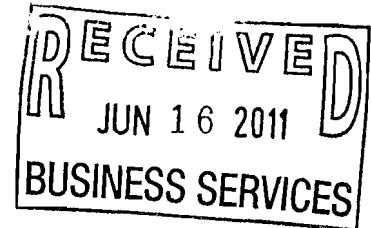
Fax: 218-336-8772

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# Memorandum

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To: Bill Hanson, Director of Business Services  
From: Kim LeDoux, Technology  
Date: 6/16/2011  
Re: E-Rate Letter of Agency



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Please find the enclosed Letter of Agency between ISD 709 and Arrowhead Regional Computing Consortium that is in need of your signature. This agreement is for E-Rate consulting services for the 2011-2012 funding year.

Please feel free to contact me with any questions or concerns.

Thank you.



## **Letter of Agency - Fiscal Year 2012 Regarding E-Rate Consulting Services For Services Provided From July 1, 2011 through June 30, 2012**

The following statements define the level of support provided to **ISD #709 Duluth Public Schools** (hereafter 'the District') by **Arrowhead Regional Computing Consortium** (hereafter 'ARCC') as it relates to filing for E-Rate discounts through the Federal Universal Service Administrative Company/Schools and Library Division (hereafter 'USAC/SLD').

This Letter of Agency covers the discount application process and forms processing services to be provided within the period from **July 1, 2011 through June 30, 2012**.

ARCC will provide the following E-Rate Support:

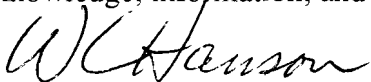
- **Information Sharing**
  - Will distribute E-Rate updates through a group e-mail list and quarterly newsletter as received and deemed appropriate.
  - Information will be collected from the USAC/SLD web site and the USAC/SLD weekly News Brief.
  - Additional information will be gathered from the State E-Rate Coordinator/E-Rate Central web site and E-Rate Central's weekly news posting.
- **Technology Plan**
  - Will work with the Minnesota Department of Education (MDE) on distributing technology plan guidelines.
  - Will work with MDE to distribute training on technology planning to the District.
  - Will assist the District in meeting MDE-defined deadlines for submission.
- **Form 470 (Checklist for services a district is interested in receiving)**
  - Will provide the District with the draft and final copies of the eligible services listing when it is posted by USAC/SLD.
  - Will notify the District of timelines for submission of Form 470.
  - Will set up appointment with the District to assist in completing Form 470. Assistance can take the form of telephone guidance, on-site at ARCC guidance and, if necessary, in-district guidance.
  - Will provide data entry service on the form.
  - Will track progress of form and notify the District if meeting the deadline for submission or certification of form is in jeopardy.
  - The District will authorize and sign the Form 470 and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Form 471 (Actual request for discount)**
  - Will notify the District when "window" is open for submission of form 471 as announced by USAC/SLD.
  - Will set up appointment with the District to assist in completing form 471. Assistance can take the form of telephone guidance, on-site at ARCC office guidance and, if necessary, in-district guidance.
  - Will provide data entry service on the form.
  - Will work with the District on creation and electronic submission of the Item 21 attachments.
  - Will track progress of form and notify the District if meeting "window" for submission or certification of form is in jeopardy.
  - The District will authorize and sign the Form 471 and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Program Integrity Assurance (PIA) (USAC/SLD review and analysis of request)**

- At request of the District, will assist in answering PIA questions.
- ARCC is not able to track and does not receive a copy of PIA requests. The ultimate responsibility for responding and meeting the 14 day response deadline rests with the District.
- **Funding Commitment Decision Letter (Official award of E-Rate funding)**
  - Will check USAC/SLD web site on weekly basis once funding waves have started and will notify the District when their funding has been awarded and what the next step is in the process.
- **Form 486 (Notifies USAC/SLD that services have begun)**
  - Will notify the District when funding is received that they have 120 days to complete this form.
  - Will track Form 486 progress and notify the District if meeting deadline for submission or certification of form is in jeopardy.
  - The District will authorize and sign the Form 486 and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Form 472, Billed Entity Applicant Reimbursement (BEAR) (Requests discounts by check)**
  - Will work with the District to help meet BEAR deadlines.
  - + If the District requests assistance, will complete BEAR forms and send to District for signature and submission; billable on a \$100 per hour fee basis.
  - After end of E-Rate service year, will do periodic data downloads to ensure that the District has filed for appropriate discounts and that this step of the process was not overlooked.
  - The District will authorize and sign the Form 472 and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Other**
  - Will work with the District to assist in developing bid scoring rubrics and review annually to verify that they meet USAC/SLD requirements.
  - Will work with the District to provide forms and other tools to assist in E-Rate program as they are developed.
  - Will work as an intermediary between the District and the USAC/SLD help desk on questions regarding program rules and procedures.
  - + Will assist the District if they are selected for an USAC/SLD site visit or audit; billable on a \$100 per hour fee basis.
  - + Will work with the District if an appeal is deemed necessary and possible; billable on a \$100 per hour fee basis.

The District certifies that they are a school under the statutory definition of elementary and secondary schools found in the No Child Left Behind Act of 2001, 10 U.S.C. §7801 (18) and (38), that they do not operate as a for profit business and do not have endowments exceeding \$50 million dollars.

I understand that the District will be billed an annual fee for basic E-Rate consulting services received from ARCC of \$250.00 plus \$.20 per pupil unit, based on the prior year's fall enrollment. SLD site audits, appeals and BEAR completion services provided by ARCC, as identified above with a '+', are considered above basic services for which an additional fee of \$100 per service hour will be billed.

I certify that I am authorized to sign this Letter of Agency. I further certify that to the best of my knowledge, information, and belief, all information provided to ARCC for e-rate submission is true.



ISD709 - Duluth Public Schools  
215 N First Ave E  
Duluth, MN 55802  
07/01/2011



Arrowhead Regional Computing Consortium  
5 West First Street #300  
Duluth, MN 55802  
07/01/2011

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 10th day of June, 2011, by and between Independent School District #709, a public corporation, hereinafter called District, and Neighborhood Youth Services, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 20 June 2011, and shall remain in effect until 26 August 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.

2. **Performance.** The Neighborhood Youth Services' (NYS) Summer Success Project focuses on providing a variety of opportunities for youth to continue to develop skills in academic areas where they need extra support. All youth in grades 1-6 will have access to the support provided through the NYS Summer Success Project. The Summer Success Project will be offered 2 hours each day from June 20 – August 26. The goal of the project is to assist between 40-50 youth throughout the summer. At the end of the project, youth and families will come together to acknowledge the hard work of the youth and to celebrate the successes they have had.

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 \$5,000.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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



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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail care of Neighborhood Youth Services, 310 North First Avenue West, Duluth, MN, 55806.

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.

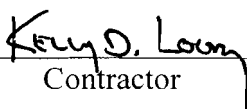
**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT,** set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR


  
Program Director

6/21/11

  
Contractor

  
Director of Business Service

6/24/11

  
Taxpayer Identification Number

# AGREEMENT

**THIS AGREEMENT** made and entered into this 22<sup>nd</sup> day of June, 2011, by and between Independent School District #709, a public corporation, hereinafter called District, and an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. This Agreement shall be deemed to be effective as of June 24, 2011, and shall remain in effect until June 29, 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.

2. Contractor shall provide the following services:

- A. Ojibwa language instruction for ISD 709 students participating in an immersion language program sponsored by the Fond du Lac Reservation,
- B. Support service to other language instructors,
- C. Modeling of language conversationally with other structures and participants,
- D. Pronunciation guidance for new language speakers,
- E. Cultural guidance for participants in the immersion Project.

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 1600.00 (sixteen hundred dollars) for up to four (4) days work throughout the language immersion project. Contractor is to understand that each service day may exceed 12 hours throughout the language immersion project. 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. TIN Number ~~XXXXXXXXXX~~.

4. **Requests for Reimbursement.** Contractor will be paid in the following manner. Payment by the District will be made in the amount of \$1600.00 (sixteen hundred dollars) upon the completion of the language immersion project and submission of invoice by the Contractor to the Office of Education Equity.

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

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

7. **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 Superintendent, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States

Mail: Ricky Defoe  
704 Ishpeming Road  
Cloquet, MN 55720

**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.

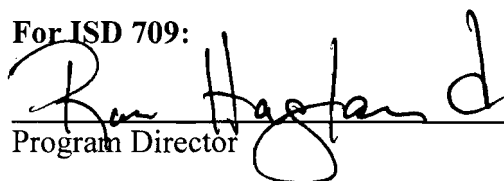
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**12. Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

**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.

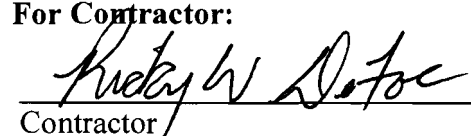
**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT**, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

**For ISD 709:**

  
Program Director \_\_\_\_\_ date 6-8-11

\_\_\_\_\_  
Director of Business Service \_\_\_\_\_ date

**For Contractor:**

  
Contractor \_\_\_\_\_ date 06/08/11

Section III.E.1

Date 06/28/11

Effective date 07/01/11

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 1<sup>st</sup> 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:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 07/01/2011 and shall remain in effect until 6/30/2012, 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.
2. **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.
3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 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.
4. **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.
5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the 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

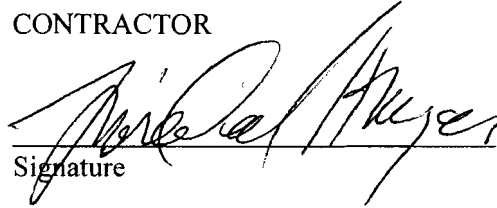
Effective Date 07/01/11


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

INDEPENDENT SCHOOL DISTRICT NO. 709

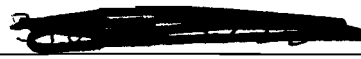
CONTRACTOR

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

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Chief Financial Officer

GED Examiner  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Taxpayer Identification Number / SSN