


Memorandum

To: Bill Hanson

From: Kerry M. Leider



Date: February 3, 2015

Re: Architectural Services to Renovate the Garfield Building to Relocate the Facilities Management Department – RW Fern Associates Inc.

Attached are two (2) copies of the Agreement between Independent School District #709 and RW Fern Associates Inc. to provide Phase 1 Preliminary Plan and Estimating related to the Garfield Building for Facilities Management use. The total estimated cost of this service is \$3,200.00.

I am recommending approval of the agreement with RW Fern Associates Inc. After review and if you concur, please sign both copies of the Agreement and return them to the Facilities Management office for processing.

Attachments



AGREEMENT

THIS AGREEMENT, made and entered into this 2 day of February, 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and RW Fern Associates, 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 February 2, 2015, and shall remain in effect until December 31, 2015, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Prepare preliminary plan study and estimate of the ISD 709 Garfield Building for the relocation of Facility Management Department.
3. **Contract Documents.** It is understood 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; and
 5. Any other documents identified by the District.
4. **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.

5. **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 \$3,200. 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.

6. **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.

7. **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, or to seek other damages.

8. **Ownership of Materials.** The District 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.

9. **Independent Contractor.** Both the District 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 the District. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

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

11. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Kerry Leider, 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 RW Fern Associates, 413 East Superior Street, Duluth, MN 55802.

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

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

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

15. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. 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 the District are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

16. **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.

17. **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.

18. **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.

19. **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:

20. **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.

21. **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.

The District shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in at least the amount of \$2,000,000.

22. **Bonding.** Contractor shall provide such Payment and Performance Bonds as may be required, if any.

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

<u>District Employee</u>	<u>Position</u>
William Hanson	Director of Business Services

The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

<u>District Employee</u>	<u>Position</u>
Kerry M. Leider	Property and Risk Manager

24. **Protection of the District.** To the extent that work by the Contractor or others on behalf of the District is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise the District 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. if the work should be performed in a different manner and whether other work should be performed;
- d. if the District should be advised of any other facts or opinions regarding that work.

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

25. **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 the district 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 the District, 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 the District.

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 the District 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

Chair

Clerk

Program Director



Director of Business Service

CONTRACTOR



By

Robert W. Fern, President / Owner
Title

47-1893827
Taxpayer Identification Number

Memorandum

To: Bill Hanson

From: Kerry M. Leider



Date: February 6, 2015

Re: Personal Property Auction Contract – Nordic Auction Company, Inc.

Attached is a copy of the Personal Property Auction Contract between Independent School District #709 and Nordic Auction Company, Inc. for the sale of miscellaneous district property stored at Central High School. The total estimated auctioneer's fee for these services will be 20% of the proceeds from the sale.

I am recommending approval of the agreement with Nordic Auction Company, Inc. After review and if you concur, please sign the Agreement and return it to the Facilities Management office for processing.

Attachments



PERSONAL PROPERTY AUCTION CONTRACT



Agreement for Sale of Personal and Chattel Property by Auction

Agreement made this 16 day of Dec, 2014 between
Duluth Public Schools
 of I.S.D. # 709, hereafter called Seller,
 and NORDIC AUCTION CO., Inc., hereafter called Auctioneers.

The auctioneer hereby agrees to use his professional skill, knowledge, and experience to the best advantage of both parties in preparing for and conducting the sale.

The seller hereby agrees to turn over and deliver to the auctioneers, to be sold at public auction the items listed below and on the reverse side and attached sheets. No item shall be sold or withdrawn from the sale prior to the auction except by mutual agreement between seller and auctioneer. If item is sold or withdrawn auctioneer shall receive full commission on the item.

The auction is to be held at 800 E Central Entrance Duluth, MN
 on the 14th day of MARCH, 2015. And in case of postponement because of inclement weather, said auction will take place on later date agreeable to both parties. It is mutually agreed that all said goods be sold to the highest bidder, with the exception of items specified by seller in writing to be protected. Auctioneer shall receive full commission on any item withdrawn from sale or transferred or sold within 60 days after the auction. It is further mutually agreed that the auctioneers may deduct their fee at set rate below from the gross sales receipts, resulting from said auction sale. The auctioneers agree to turn net proceeds from sale over to seller immediately following auction, along with sale records and receipts. The seller agrees that all expenses incurred for the advertisement, promotion, and of conducting said auction shall be first paid from the proceeds realized from said auction before the payment and satisfaction of any liens or encumbrances.

The seller covenants and agrees that he has good title and the right to sell, and said goods are free from all incumbrances except as follows: (if none **WRITE NONE**) NONE

Item	Mortgage or Lien Holder	Address	Approximate Unpaid Balance

Seller agrees to provide merchantable title to all items sold and deliver title to purchasers. Seller agrees to hold harmless, the auctioneers against any claims of the nature referred to in this contract.

Seller agrees to pay all sale expenses including:

Auctioneer's Fee 20%

Clerk's Fee 0

Cashier's Fee 0

Other Personnel 0

Advertising Actual

Other

(x) James S. Eard
 (Auctioneer's Signature)

(x) W. C. Hanson
 (Seller's Signature) (Telephone)

(x)
 (Seller's Signature) (Telephone)



14 Royalton Road, Superior, WI 54880
 715/392-2542

Auctioneers • Liquidators • Appraisers

AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of January, 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and Mixed Blood Theatre, 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 January 30, 2015, and shall remain in effect until June 30, 2015, 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 will present its educational program Dr. King's Dream at East High on Tuesday, February 10, 2015 at 11:39 a.m. and 1:07 p.m. It is expected that each performance will last about forty-five minutes.
3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to pay Contractor for its services and expenses in performing said obligations of two (2) performances up to a sum not to exceed \$1,000.00. 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 at the time of the performances per invoice dated January 22, 2015.
 - 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. **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.

8. **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.

9. **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 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: Avalon Educational Institute, 404 W 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 the District.

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.

13. **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.

14. **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.

15. **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.

16. **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:

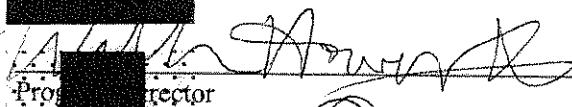
Workers' Compensation Insurance: Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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


[Redacted] ed Blood Theatre SSN/ Tax Identification Number


2-3-15
Date


Project Director

2/3/15
Date


Director of Curriculum and Instruction

2/3/15
Date


Director of Business Service / Superintendent of Schools

2/4/15
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of February, 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and Malaak Shabaaz, 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 February 24, 2015, and shall remain in effect until February 27, 2015, 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.** Ms. Shabaaz will meet with all students in grades K-5th grade and do a community presentation and work with a group of students concerning how they can become peacemakers and leaders. Flight in economy will be paid for, meal stipend at \$50.00 a day included, a hotel will be paid for Febr 24, 25, 26 & 27.
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 \$ 4,200.00. 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 due upon services rendered.
 - 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 Myers-Wilkins Elementary School, 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: Ms. Malaak Shabaaz, P O Box 1114, New York, NY 10040.

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.

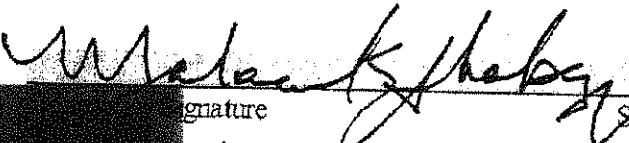
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

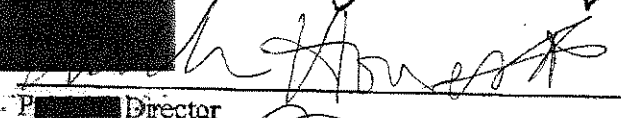
Workers' Compensation Insurance: Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

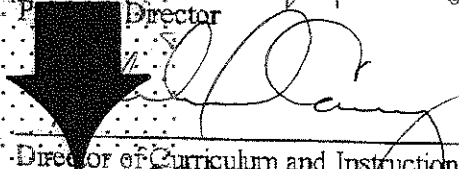
AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.


Signature _____ SSN/ Tax Identification Number _____

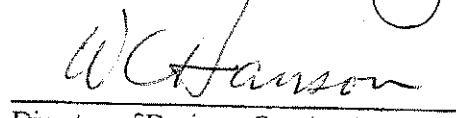
2-17-15
Date


Director _____

2/17/15
Date


Director of Curriculum and Instruction _____

2/17/15
Date


Director of Business Service / Superintendent of Schools _____

2/17/15
Date

We would like to extend the contract for Doug Bowen Bailey approved Fall of 2014 to develop a video associated with the BCBS project, addressing social determinist of health.

The additional services associated with the project included:

Filming parent focus group at Lincoln Park Middle School and processing all the video-3 hours

Interviewing Russ Salgy at Valley Youth Center and creating another video of Russ, (captioning and video)-7 hours

Creating 9 copies of the DVD -1 hour

Cost-\$1000.00

Debbi Wagner

Debbi Wagner 2/12/15

*OK
WC Hanson
2/12/15*

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Doug Bowen-Bailey, 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:

Whereas, the District, has been awarded a \$75,000 grant (the "Grant") through the Blue Cross Blue Shield of Minnesota Foundation for the purpose of implementing a school and community partnership entitled "Addressing the Social Determinants to Health" (the "Project").

Whereas, the District, acting as fiscal agent of the Project, entered into a Memorandum of Understanding (MOU), as evidenced in Exhibit A of the Grant, with the above named Contractor to provide programs and or services awarded under the Grant.

Now therefore, in consideration of the foregoing, and of the mutual promises and covenants herein, the parties agree to the following terms and conditions of this agreement:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2014 and shall remain in effect for a period of 6 months ending December 31, 2014.
2. **Performance.** Performance under this agreement, as defined in the Memorandum of Understanding, shall be subject to the Contractor providing, and the District receiving, the following documentation evidencing the Contractor's:
 - DVD description and timeline (detailed)
3. **Background Check .** Provided the Contractor and or the Contractor' staff will be working independently with students, the Contractor is subject to compliance with the District's policy on said background checks.

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 the Contractor and 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 \$ 2,100.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Social Security Number (SSN) used in the enforcement of Federal and State tax laws. The SSN will

mc

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 SSN is provided.

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

- a. Payment shall be made by the District, monthly, quarterly, or as mutually agreed upon in writing and within 30 days of submission of a proper invoice by the Contractor;
 - 1) **Advance:** Where circumstances dictate, and upon sufficient evidence in support of, an advance of funds under this contract shall be available to said Contractor in an amount not to exceed 25% of the contracted amount.
- 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 Superintendent, 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 care of Doug Bowen-Bailey, 728 East 7th 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

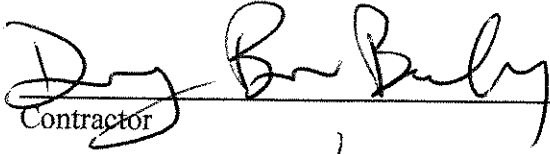
Doug Bowen-Bailey

Chair

Consultant
Title

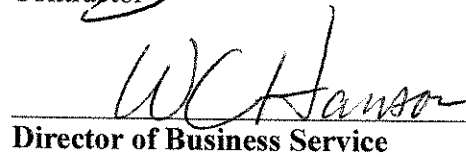
Clerk

Title


Contractor



SSN


Director of Business Service

DVD Proposed Description for the Blue Cross Blue Shield Health Equity Project

Background information: Partners Community Action Duluth, Duluth Public Schools, LISC, Myers-Wilkins Community School Collaborative, and United Way of Greater Duluth were awarded a 2-year grant from the Blue Cross Blue Shield Foundation in January of 2013 to address the social determinants of health among families and neighbors of the Myers-Wilkins School community. The project is designed to *expand the education & social supports for PreK-5 students at MWCS to include social and income, asset and skill building resources for parents and other neighborhood residents provided at the school site. Extensive community collaborations bring expertise and services that build social connections and personal and neighborhood assets to address the root causes of poverty. The expansion provides a template for a "How-to Guide" to expedite school/community partners at other schools. Project partners collaborate to produce the Guide, publicize the project, leverage support, and solicit additional partners for dissemination to other schools.*

As the project is well into its second year, it will be helpful to document the results of this work in a number of ways useful to project participants, other school sites looking to build similar partnership based school-community supports, and the broader community. One effective way of presenting a snapshot of the project will be to produce a short (6-8 mins.) video that includes interviews with project participants, project partners, and others who have been impacted by the project. The video should also provide examples of the activities that have resulted from the project.

Here are the proposed scenes for the video:

1. Interviews with 2-3 parent/guardians/neighbors who have participated in the Getting Ahead! Program, Financial/Employment Counseling, Parent Focus Groups, and/or Parent Advisory Council. Interviews will focus on impact of these activities on their connection to school and community supports/ building positive social connections.
2. Interviews with key project staff (4-5) focusing on collaboration effectiveness/how has this project impacted understanding/ challenges strengths of the project partnership.
3. Interviews with principals (2) and School District Administration (2-3) focusing on impact of School-Community Partnership manual and use at school sites to facilitate partnership development.
4. Scene from the Family Resource Fair to be held in the Fall of 2014 at Myers-Wilkins School.
5. Scene from a Parent Focus Group at Lincoln Park Middle School or Laura Mac Arthur Elementary School.
6. Scene from a youth engagement/enrichment activity at Myers-Wilkins. Include visual of cafeteria use.
7. Scene from parent engagement class/activity at Myers-Wilkins.

This is an ambitious list, and will likely need to be edited in order to keep the video succinct. Timeline: The bulk of the filming can be done in September and October of 2014. Some could be done earlier. Ideally, the DVD is completed mid-November 2014.

AGREEMENT

THIS AGREEMENT, made and entered into this 7 day of January, 2015 , by and between Duluth Public Schools, hereinafter called District, and Christine A. Penney, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services 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 01/07/2015 and shall remain in effect until 02/28/2015, 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 will prepare the final report document associated with the Blue Cross Blue Shield Health Equity project by February 28, 2015 and in accordance with the requirements of said report. Upon request, the District will provide Contractor with all materials necessary to fulfill this contract. Contractor will be held harmless for an incomplete report if The District fails to provide requested material in a timely manner and will be reimbursed at the rate of and will be reimbursed at the rate of \$50/hr for work performed. Contractor's normal working hours are from 9 a.m. to 9 p.m. Sunday – Saturday and includes all time spent in transit on the District business. All work performed between the hours of 9 p.m. and 9 a.m. are billed at the rate of time and a half.
3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, the District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations for to a sum not to exceed \$1,200. Contractor will provide her Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws as required by Minnesota Statutes, Section 270.66, subd. 3. Reimbursements later than 30 days will be considered in arrears and subject to penalty and interest.
4. **Requests for Reimbursement.** Contractor shall request reimbursement upon completion of the Blue Cross Blue Shield final report, using the contractor's official invoice submitted electronically. This invoice will be submitted within 10 days of the end of the period being billed for. Contractor must be notified by the District of a requirement for hard copy within 10 days of signing of the contract. Request for hard copy does not constitute justification for late payment.
5. **Ownership of Materials.** The District reserves the rights to reproduce the materials in any fashion, or appropriate the contents of the materials, 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.
6. **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.

7. **Notices.** All notices (with the exception of Cancellation) to be given by Contractor to the District shall be deemed to have been given by depositing the same in writing via the United States Mail care of 215 North 1st Ave East, Duluth, MN 55802. All notices (with the exception of Cancellation) to be given by the District to Contractor shall be deemed to have been given by depositing the same in writing via the United States Mail to 9305 Congdon Blvd, Duluth, MN 55804-2704.

8. **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.

9. **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.

10. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon 24 hours electronic notice to the other party. Cancellation by Contractor to the District shall be deemed to have been given by notice to deborah.wagner@isd709.org. Cancellation by the District to Contractor shall be deemed to have been given by notice to christinepenney@earthlink.net. the District will reimburse Contractor for all work done up until the point of Cancellation as provided for in this Agreement.

11. **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.

the District	CONTRACTOR
Name: <i>WC Hanson</i>	Name: <i>Christine A. Penney</i>
Title: <i>CFO</i>	Title: Contractor
Date: <i>2/12/15</i>	Date: January 7, 2015
	Taxpayer Identification Number: [REDACTED]

Special Services Department
Independent School District #709
215 N. 1st Ave. E.
Duluth, MN 55802

CONTRACT FOR PURCHASE OF SPECIAL EDUCATION SERVICES

This contract, entered into this day 2/18/15 by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and Observation Hill Learning Center (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 ██████████ 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 9 hours a day 1 days per week
 2. The AGENCY shall perform these services at:
 3. The approximate date the service will begin is, 2/3/15 and
shall not extend beyond 6/2/15 the contract not to exceed a total of 5 weeks of service and a total cost up to \$600.00.
 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.
-



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

W. C. Hanson
C.F.O. Executive Director of Business Services

Date 2/20/15

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

By Laura Fredrickson
Director

Date 2-18-15

CONTRACT FOR PURCHASE OF SPECIAL EDUCATION SERVICES

This contract, entered into this day February 12, 2015 by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and UNS Harbor Highland (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 _____ 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 6 hours a day 2 days per week
2. The AGENCY shall perform these services at: **UNS Harbor Highlands**
3. The approximate date the service will begin is, 3/2/15 and shall not extend beyond 6/5/15 the contract not to exceed a total of 13 weeks of service and a total cost up to \$850.00.
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.

ISD
709
Duluth
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

W. C. Hanson,
C.F.O. Executive Director of Business Services

Date 2/12/15

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

By _____
Director

Date _____