



For Internal Use Only	
Depts must provide:	
ESAF #	1341
Chart/Field Account No.	1026-11249-20109

For Internal Use Only	
OES must provide:	
OES Contract #	10923 C
Analyst	sb

## UNIVERSITY OF MINNESOTA

### Workshop/Presentation Agreement

The Regents of the University of Minnesota, through its **Institute on Community Integration** ("University"), agree to provide a workshop/presentation for **Duluth Public Schools**, a school district ("Company"), on the following terms and conditions:

- Description of Workshop/Presentation: Check & Connect:** A research-based intervention to increase school completion and reduce the dropout rate for secondary students. Through a Comprehensive Implementation Training, up to twenty-five (25) counselors/educators/administrators/mentors from Duluth Public Schools, Duluth, MN, will learn how to implement the Check & Connect intervention in their home community.
- Date, Location, and Time:**  
Date: Feb 3-4, 2016  
Location: Duluth, MN  
Time: 8:00 a.m. - 3:30 p.m., both days
- Payment Terms:** For the services under Section 1., Company shall pay University **nine thousand five hundred and fifty-nine and 00/100 dollars (\$9,559)**. Payment is due on the day of the workshop/presentation or upon receipt of invoice. In the event Company cancels for any reason, except for extraordinary causes beyond the reasonable control of Company, Company shall remain obligated for the full amount set forth in this paragraph.
- Obligations of Company.** Company agrees to provide the following accommodations, equipment, and material: a room of sufficient size to accommodate the training and its participants, A/V equipment to include LCD projector, an easel and sticky-backed easel pad.

**5. Ownership of Materials and Presentation.** All materials provided by University during the presentation shall remain the property of University. Company is provided a license to use the material in connection with the workshop/presentation, but Company may not copy or distribute the material without the express written consent of University. University further owns all rights to the workshop/presentation and the workshop/presentation shall not be recorded or taped in any form without the express written consent of University.

**6. Disclaimer.** University makes no claims of any kind with respect to the workshop/presentation and shall not be liable for participant's reliance on any statements or demonstrations made during the workshop/presentation. University's maximum obligation to Company for any cause of action arising under this Agreement, including failure to perform, shall not exceed the amount actually paid to University by Company under Section 3.

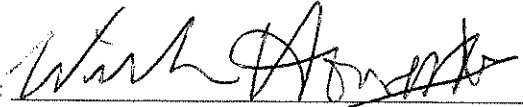
**7. Complete Agreement/Governing Law.** This Agreement, including any attached exhibits, represents the complete agreement of the parties. No amendments to this Agreement shall be binding upon University unless signed by University's Director of External Sales. This Agreement cancels, supersedes and revokes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement. The terms and conditions of any purchase order or similar document submitted by Company in connection with the services provided under this Agreement shall not be binding upon University. This Agreement shall be governed by the laws of Minnesota and any action to enforce this Agreement shall be brought only in Hennepin County, Minnesota.

IN WITNESS WHEREOF, the parties have entered into the Agreement effective 12/16/2015.

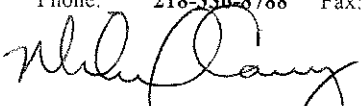
Regents of the University of Minnesota

Duluth Public Schools

By: \_\_\_\_\_  
Name: **Dr. David R. Johnson**  
Title: **Director and Professor**  
Date: \_\_\_\_\_

By:   
Name: **William Howes**  
Title: **Office of Education Equity Coordinator**  
Date: **12/22/15**  
Address: **215 North 1<sup>st</sup> Ave East  
Duluth, MN 55802**  
Phone: **218-336-8788** Fax: \_\_\_\_\_

[william.howes@isd709.org](mailto:william.howes@isd709.org)

  
**Director of Curr. & Instruction**  
**1 William Hanson, CFD 12/23/15**

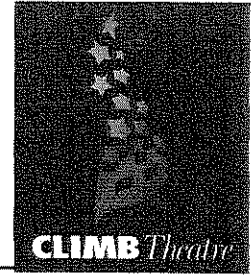
**Check & Connect Comprehensive Training Proposal  
For Duluth Public Schools  
Duluth, MN**

- Check & Connect staff will conduct a plenary conference call (maximum of 1 ½ hours) to assist administrative teams from Duluth Public Schools to identify specific installation goals, processes, mentor selection, and decision-making to prepare for staff training on Check & Connect.
- Check & Connect trainer(s) will conduct one on-site training session consisting of two days (8:30 a.m. – 3:30 p.m.). Day One of this training session will include the core training on the background, philosophy, and implementation strategies for the Check & Connect model. Day Two of this training session will include strategies for establishing successful mentor / mentee relationships using the Check & Connect model. Teams attending may include: mentors, teachers, administrators, counselors, social workers, community / county services managers, parent liaisons, and others as invited. The training session can accommodate up to 25 participants.
- Check & Connect staff will provide technical assistance sessions (conference call/Skype/internet-based) for District Administrators and/or Check & Connect Coordinators for a maximum of 5 hours to be provided within one year following the training. It is the responsibility of Duluth Public Schools to initiate and schedule these sessions.
- Check & Connect training materials for each participant include a copy of the Check & Connect Implementing with Fidelity Manual, and Participant Notebooks.
- The contract will be initiated from the University of Minnesota

**Budget**

Training Fees and Services	\$ 6,799
Travel (1 trainer)	\$ 760
Materials (\$80 / person x 25 people)	\$ 2,000
<b>Implementation Training Total for 25 People</b>	<b>\$ 9,559</b>

**NOTE:** All travel will be consistent with the University of Minnesota travel policy which is available here: <http://policy.umn.edu/finance/travel>



### CLIMB Theatre Master Contract Agreement

6415 Carmen Avenue East • Inver Grove Heights • MN • 55076  
1-453-9275 / 800-767-9660 • 651-453-9274 fax • www.climb.org

Billing Organization  
ORG44851  
**Office of Education Equity**  
215 N 1st Ave E  
Duluth, MN 55802  
  
Contact: Howes, William • (218) 336-8700

Other Supporting Organization (if any)

**THIS AGREEMENT** is made and entered into as of 12/10/2015 by and between **CLIMB Theatre Inc.**, a Minnesota not-for-profit corporation organized pursuant to Chapter 317 of the Minnesota Statutes (hereinafter "CLIMB") and Office of Education Equity (hereinafter "Host Organization").

**THE PURPOSE OF THIS AGREEMENT** is to set out the terms and conditions whereby CLIMB will provide dramatic and educational programming for the Host Organization at the times and locations set forth in this agreement.

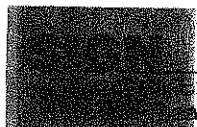
**The terms and conditions of this Agreement are as follows:**

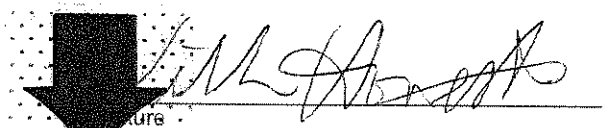
1. **Programming** - CLIMB hereby agrees to provide programs according to the list at the end of this contract.
2. **Payment** - Host Organization shall pay to CLIMB a total of **\$1254** on or before 2-25-2016 by delivering payment to CLIMB at its offices at 6415 Carmen Avenue E., Inver Grove Heights, MN, 55076, for services rendered.
3. **Ownership of Performance Rights** - The programming governed by this Agreement is the exclusive property of CLIMB or represent property duly licensed to CLIMB. Host Organization agrees that it shall not reproduce the programming in any fashion or appropriate the content of the programming, or any portion thereof, for its own use. Further, the Host Organization shall not photograph, film, videotape, or otherwise record or preserve the program(s), or portion thereof, without written permission from CLIMB. This does not preclude photographs for yearbook or other in-school use of photographs or coverage by local press, which is encouraged. Please notify CLIMB of any media coverage you intend to pursue. CLIMB shall retain all rights to program(s), including the exclusive right to record, photograph, broadcast, film, or publicize CLIMB's program(s) except as may be agreed upon by the parties.
4. **Cancellation** - In the event that the program(s) is(are) cancelled at the instigation of the Host Organization, and are not due to a Force Majeure event, with less than four weeks' notice, said Organization will be assessed a \$100.00 cancellation fee. Cancellation with less than two weeks notice, said Organization will be assessed a 50% cancellation fee.
5. **Force Majeure** - As the program(s) governed by this Agreement may be subject to interruption by the sickness, inclement weather, accident, act of God or legitimate unforeseeable circumstance, it is agreed that neither party shall be entitled to damages from the other in the event program(s) are interrupted or cancelled by such circumstances.
6. **Rescheduling** - In the event that weather or other conditions beyond either party's control force postponement of this program, the activity shall be rescheduled for a date mutually agreed to by both CLIMB and Host Organization.
7. **Governing Law and Arbitration** - This Agreement is to be governed by the laws of the State of Minnesota, and any dispute relating to the interpretation of this Agreement arising from the terms hereof or performance hereunder by either party will be arbitrated under the auspices of the American Arbitration Association at its Minneapolis, MN office.
8. **Entire Agreement** - This Agreement contains the entire understanding of the parties hereto with respect to the subject 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.

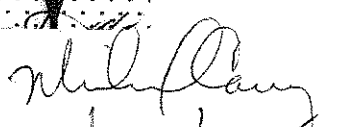

Date Time	Performance Site Name of Performance	Charges		Support Funds			Amount To Be Paid By		
		Program	Travel	Program	Travel	MSAB	"Other"	PerfSite	Bill Org
2-25-16	<b>Lincoln Piedmont Elementary School</b>								
8:30am	Interplays - Acceptance of Differences	1,446.00		987.00				0.00	459.00
Sections:	2		#Students:		336				
Gr/#Seen: 2-5									
2-25-16	<b>Stowe Elementary School</b>								
12:15pm	Interplays - Acceptance of Differences	1,446.00	336.00	987.00				0.00	795.00
Sections:	2				#Students:	340			
Gr/#Seen: K-5									
<b>Totals</b>		2,892.00	336.00	1,974.00				0.00	1,254.00

\*\*\* Program Support Funds consist of income earned through CLIMB's charitable gaming activities and contributions from businesses, corporations, foundations, and individuals.

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS 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.

 Executive Director  
 Theatre Date

 12/18/15 COORDINATOR  
 Date Title

 12/23/15 Director of Curriculum & Instruction  
 12/23/15 CFO



December 1, 2015

Bart Smith  
Manager of Technology  
Duluth Public Schools, Independent School District NO. 709  
215 North 1st Avenue East  
Duluth, MN 55802

## IT Professional Services Agreement

### Purpose

This document outlines the approach under which Core will provide IT professional services to the client on an as-needed basis. These professional services will be defined by the client based on their current need, but may include troubleshooting and repair, maintenance, temporary staff augmentation, and data administration.

### Activities

Core understands that Duluth Public Schools (District NO. 709) needs **CISCO Network Engineer** to support current daily workload duties on an as-needed basis through temporary staff augmentation.

### Timeframe

Core BTS will provide a **CISCO Network Engineer** for a period of 6 weeks (240 hours) to report to the Duluth Public Schools (District NO. 709) IT Department. Once the above period has been met the contract will be extended on a week to week basis.

- Once the period of 6 months (960 Hours) of full time services have been rendered Duluth PS has the right to hire the candidate at a zero conversion fee.

The fees in this document are guaranteed to the client for a period of one (1) year from signing. There is no commitment on the part of the client to a minimum number of hours or support requests.

### Fees & Costs

Core fees for service are based on the actual time expended at our established hourly billing rates, this hourly bill rate. Any work done exceeding 40 hours per week will be subject to a 150% overtime rate.

<i>Resource Description:</i>	<i>Hourly Rates:</i>
Network Engineer - Rod Bibeau	\$97

### Terms & Conditions

This engagement is subject to the Terms and Conditions set forth in the final page of this document, as well as to any Master Services Agreement (MSA) in place between Core and the client identified on the first page of this document. Should any conflicts arise between the Terms and Conditions portion of this document and another portion of this document, the language of the Terms & Conditions section will prevail.

**Acceptance**

We look forward to providing you with the services outline in this document. If the terms of this Agreement are acceptable, please sign below and return one copy to me. If there are any questions, please feel free to contact me directly at the email and number below.

Best Regards,

**Ashley Goodman**  
**Business Development Manager, Consulting Resources**  
Ashley.Goodman@COREBTS.com  
(615) 277-3084  
Core BTS, Inc.

**Accepted By:**

Duluth Public Schools- District No. 709

Authorized Signature

*Bill Hanson*

Printed Name

Bill HANSON

Date

12/11/15

**Accepted By:**

Core BTS, Inc.

Authorized Signature

Printed Name

Date

## Terms and Conditions

1. Payment Terms. Payment is due within thirty (30) days of invoice date. After this time period, interest accrues at the lesser of the maximum rate permitted under applicable law or one and one-half percent (1.5%) per month from the date due until paid.
2. Independent Contractor Taxes. We will perform all services hereunder in our capacity as an independent contractor and not as an employee or agent of you. Our employees shall not be entitled to any privileges or benefits that you may provide to your employees, and we shall be responsible for payment of all unemployment, social security, federal income (state and local income where applicable) and other payroll taxes imposed by any governmental body on us in regard to our employees who are engaged in the performance of the services. Pricing set forth herein is exclusive of applicable sales, use and similar taxes assessed on the performance of any services. You agree to reimburse, indemnify and hold us harmless from and against any such tax, penalty and interest thereon levied against us for the provision of services to you hereunder.
3. Warranty.
  - A. We warrant and represent that the services will be performed in a skillful and workmanlike manner according to those standards generally prevailing among consultants performing similar services under similar circumstances. To the extent that we are not the manufacturer of any hardware or software products that you may purchase as a result of or relating to our Services, we do not provide any warranty on such products, whether with respect to their design, performance, functionality or compatibility with your existing system. Any warranty with respect to product must come from the manufacturer. Our product procurement distributor or we will pass through to you any applicable warranties of the manufacturer, to the extent permissible.
  - B. **EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS SECTION, WE DISCLAIM ALL WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
4. Our Indemnity. We will indemnify, defend and hold you harmless from and against any claims, liabilities, losses, expenses or damages (collectively, "Damages") caused by the services performed or the work delivered by us under these terms infringing any copyright, trade secret or any other proprietary right of any third party. Excluded from such indemnification are any claims related to (i) services performed on equipment or software which you covenanted that we had the rights to modify as set forth in Section 7 below, (ii) services performed to your specification or design and (iii) infringement resulting from or caused by your misuse or unauthorized modification of systems or product. We will also indemnify, defend and hold you harmless from and against any Damages resulting from our willful misconduct or negligent acts or omissions in performing the services which are the subject of these terms, except to the extent such Damages are caused by the willful misconduct or negligence of you, your employees or agents. Our obligation to indemnify and defend you with respect to any claim shall be subject to (i) your providing us with prompt notice of such claim, (ii) our having sole control over the defense and settlement thereof, (iii) your providing us with the information and assistance necessary to defend or settle such claim as reasonably requested by us, and (iv) the limitations on liability set forth in Section 6 below.
5. Limitations of Liability. **WE WILL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF DATA OR ITS USE OR LOST PROFITS OR OTHER ECONOMIC DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS LIMITATION OF OUR LIABILITY WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR NOT, INCLUDING NEGLIGENCE.** Your right to recover Damages is limited to the greater of (i) one million dollars, or (ii) our applicable insurance coverage limit(s)
6. Your Covenants. You covenant that: (i) you have the authority to agree to these terms and the funding necessary to pay for the requested services; (ii) you have title to or license or rights to use or modify any software or products which you have requested us to modify as part of such services; and (iii) you will provide us necessary access to your personnel, appropriate documentation and records and facilities in order for us to timely perform such services.
7. Requests for Changes. No change in the services provided hereunder will be performed until we receive a properly issued and executed Change Order; provided, however, that nothing herein will relieve you of the obligation to pay us for services rendered which were requested by you but are not documented in such a properly issued and executed Change Order or within the applicable scope of work.
8. Termination of Agreement. Either party may terminate our engagement at any time upon 30 days prior written notice.
9. Entire Agreement; Amendment. These terms and the accompanying engagement letter sets forth the entire understanding of the parties with respect to the subject matter hereof and is binding upon both parties in accordance with its terms and may be amended only by an entry signed by both parties. There are no understandings, representations or agreements other than those set forth herein.
10. Assignment. You may not assign any of the rights or obligations hereunder without the prior written consent of Core.
11. Notices. Any notice or communication from one party to the other concerning the terms hereof shall be in writing and shall be sent by certified mail, return receipt requested and postage prepaid or by commercial overnight mail to the most recent address that either party has specified in writing to the other.
12. Governing Law. These terms shall be governed by and construed in accordance with the laws of the State of Pennsylvania.
13. Force Majeure. Neither party shall be liable to the other for any failures or delays arising out of conditions beyond its reasonable control, including, without limitation, work stoppages, fire, civil disobedience, delays associated with product malfunction or availability, riots, rebellions, storms, electrical failures, delays caused by the other party, and acts of God and similar occurrences.
14. Waiver; Severability. Any waiver of any right or default shall be effective only in the instance given and if in writing and signed by the party against whom it is sought to be enforced and shall not operate as or imply a waiver of a similar right or default on any other occasion. If any term or provision hereof should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions hereof shall be unimpaired, and the invalid terms or provisions shall be replaced by such valid terms and provisions as come closest to the intention underlying the invalid term or provision.

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 20th day of November, 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and Winfred Jackson, 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 November 20, 2015, and shall remain in effect until June 30, 2016, 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.** Lacrosse - ½ Day Professional Development opportunity for Physical Education teachers on December 15, 2015. Contractor will provide a presentation on the historical, cultural, and modern-day perspective on the Indigenous game of Lacrosse for Dakota people. Contractor will also provide instruction on skill-drills, games, and techniques for the game of lacrosse to be utilized with/by students.

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 at a rate of \$1,500.00, mileage at \$0.575/mile, plus \$50.00/day meal per diem and hotel costs 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 on the day of service.
- 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 the 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 to: Winfred Jackson, 38635 Reservation Highway 1, Morton, MN 56270, phone number: 507.430.9328.

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.

William Howes \_\_\_\_\_ [Redacted] \_\_\_\_\_ 11/27/15  
Contractor Signature SSN/ Tax Identification Number Date

William Howes \_\_\_\_\_  
(contact with questions) \_\_\_\_\_ Date

[Redacted] \_\_\_\_\_ 11/30/15  
Principal Director Date

[Redacted] \_\_\_\_\_ 12/1/15  
Director of Curriculum and Instruction Date

W. C. Jensen \_\_\_\_\_ 12/1/15  
Director of Business Service / Superintendent of Schools Date

## CONTRACT FOR SERVICE:

### Duluth Public School District & Paul Goosens, MA, LP

#### AGREEMENT FOR PURCHASE OF SERVICE: Safety Evaluation / Risk Assessment

The following is an Agreement between Paul Goosens, MA, LP, (hereafter referred to as The Consultant) and the Duluth Public Schools. This agreement shall be effective through completion of the Safety Evaluation/Risk Assessment.

I. **The Service Provider Agrees:**

- A. Services provided by the consultant will be for
  - a. Review of available records.
  - b. Completion of a Diagnostic Assessment with emphasis on safety and risk embedded in report.
  - c. Recommendations for safety planning and interventions.
  - d. Secure a written release of information allowing communication and shared information between Duluth Public Schools and Consultant.
  - e. Written report to the Parent and School Personnel within 7 calendar days of initial interview.

II. **Duluth Public School Agrees:**

- A. To pay the consultant a rate of \$125 per hour for the Safety Evaluation/Risk assessment and associated services rendered.
- B. To pay the consultant a rate of \$125 per hour for any missed appointments.
- C. Total fees will be determined by number of hours required to complete the safety evaluation/risk assessment; not to exceed \$750 without express written authorization by Duluth Public Schools.

#### **CANCELLATION**

This agreement may be cancelled by the Consultant or Duluth Public Schools at any time, with or without cause, with written notice. In the event of such a cancellation, the Consultant shall be entitled to payment, determined on a pro-rated basis, for work performed to the Duluth Public Schools satisfaction.

#### **AMENDMENTS**

Amendments must be in writing and indicate approval by both parties to the amended terms.

**STATE AUDIT**

The books, records, documents and accounting procedures of the Consultant and its employees relevant to this agreement must be made available to the state for a minimum of 6 years from the end of the agreement.

**LIABILITY**

The Consultant agrees to indemnify, save and hold the district/agency; its employees harmless from any and all claims or causes of action, including attorney's fees incurred arising from the performance of this agreement by the Consultant and its agents or employees. The District agrees to indemnify, save and hold the Consultant and Consultant's agency ; its employees harmless from any and all claims or causes of action, including attorney's fees incurred arising from the performance of this agreement by the Consultant and its agents or employees.

**AGREED TO BY**

Paul Goosens, MA, LP

Harbor City Psychological Associates

By:

Title:

Date:

Duluth Public Schools

ISD #709

By:

Title:

Date:

*WCHanson*  
*CFO*  
*12/2/15*

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 15th day of October, by and between Independent School District #709, a public corporation, hereinafter called District, and Myers-Wilkins Community School Collaborative, 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 October 15<sup>th</sup>, 2015 and shall remain in effect until June 30<sup>th</sup>, 2016 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.**

**Program Description:** PACE (Programs for Academic and Cultural Enrichment.)  
The Summer School and After-School programming will provide students at Myers-Wilkins safe, nurturing, and enriching experiences designed to help build students' academic, creative and life skills.

**Location:** Myers-Wilkins Community School Collaborative

**Schedule:** Meets Monday - Thursdays  
2:30-5:00 p.m. October 2015-May 2016  
8:30-12:30a.m. June 2016- July 2016

**Program goals:**

1. Improve academic and social achievement of 60+ Myers-Wilkins students through tutoring and enrichment activities employing well-trained staff. M-WCSC attend trainings offered through the district, in addition to a variety of other professional opportunities offered through the local colleges, YIPA, Woodland Hills, Northwoods and more.
2. Maintain clear, on-going communication between classroom teachers and after-school and summer staff to identify students' needs and goals. M-WCSC staff participates various school meetings; such as grade level PLCs, Climate, Site and STEM committees.
3. Provide high-quality programming, through highly engaging arts, literacy, science, language, leadership and health/recreation activities in an after-school setting.
4. Ensure equitable access to after-school and summer programming.
5. Foster positive relationships between school, home(parents) and community and increase parent involvement.

### **Outcomes for Participants:**

1. By the end of the 2015-16 school year, or the end of summer program, 80% of the participating students will have reached their personal academic goals. These goals are documented on PLC's and based off Fast testing results. Math goals include:
  - 1<sup>st</sup> graders will know how to use the "make 10" strategy with numbers 0-10.
  - 2<sup>nd</sup> grade students will know how to tell time by the hour and half hour.Depending on the need/current level of each student, goals for 3<sup>rd</sup> – 5<sup>th</sup> grade students include.
  - Students will master skip counting by 5, 10, 100.
  - Students will be fluent in multiplication facts up to 100.
  - Students will be able to add in 5x5 arrays.
2. Within two weeks of students beginning the program, 100% of the students who participate in the afterschool COMPASS program or summer school academic program will have an Personal learning plan.
3. Student participants will develop robust vocabulary, knowledge, and skills in their chosen class topics.
4. Provide safe, reliable transportation for students.
5. Increased parent engagement and communication through parent advisory Council, Parent/community focus groups, volunteer opportunities, family classes and/or special events. Family Liaison's will contact families monthly through phone conversations or in person, in addition to a monthly newsletter.

### **Program Design:**

Beginning in October of 2015 approximately 70 referred students will participate in after-school enrichment classes focused on academic support, Social Emotional Learning, and STEM education. Students will receive structured, academic instruction 3 days a week, taught by certified teachers and supported by additional staff and volunteers. In addition, once a week, students will have a choice of a science, arts, literacy, language, leadership, or health/recreation based class. Each of the classes will meet for 10-12 weeks 4 times per week. Each student enrolled in the COMPASS program will have an assigned family liaison and an Individual Learning Plan. The program will conclude in May with a family and community event highlighting students' work through a slide show, performances and exhibits. Transportation and meals are provided for family events.

Changes for the 2015/2016, include an increasing the number of students enrolled in the COMPASS program from 60-70. This change was accomplished by increasing a part-time family liaison to full time. In addition, family liaisons are working closely with the data coach and classroom teachers, to align student FAST testing results to their academic goals after-school.

The Director of Youth Services will be responsible for analyzing and reporting data, orchestrating the logistics of enrollment, implementation and transportation; providing a nutritious snack, and program support for the students, families, instructors, and volunteers involved in this program. In addition, they will coordinate family events/classes and collaboration other organizations and individuals offering programs and supports to families within the school. The Director of Youth Services is responsible for overall quality and safety of after-school and summer programming.

The Family liaisons work directly with students, developing and implementing curriculum and assessments. They recruit, train, and supervise volunteers, work-study students and AmeriCorps members. They meet with teachers on an on-going basis to identify student goals, progress, and needed supports. Family liaisons, AmeriCorps members, community instructors and EXCEL teachers will provide instruction and coaching with assistance from work-study students and college/community volunteers.

M-WCSC will be responsible for maintaining program fidelity in accordance with the specified outcomes and implementation design. Appropriate assessment tools for measuring outcomes and reporting results will be the responsibility of the MWCSC in partnership with Myers-Wilkins administrators. A final report and will be submitted to ISD #709 Administration at the conclusion of this contract.

MWCSC will be responsible for recruitment, training, support and compensation (through funds requested in this contract) of the project coordinators and contracted instructors. MWCSC will also purchase (using funds requested in this contract) supplies required for the program. MWCSC will be responsible for the costs of transportation (through funds requested in this contract).

**Assessment:**

Student outcomes will be reported 3 times annually through compilation of attendance data, surveys, and pre-post assessments. A summary report with the assessments results will be submitted to ISD#709 in January, 2015, June 2016, and August 2016.

### 3. Projected Budget:

Cost Item Description	Purpose	Outcome	Annual Cost 9/1/14-6/30/15
<b>Director of Youth Services</b>	Coordinate logistics of program enrollment and training for staff and volunteers. Provides communication with families,	Smooth operation of programming for youth families; including events and classes. Increase parental engagement and provide additional resources and services for families.	\$5,285 salary & taxes  \$16.40hr. x 10 hrs. wk x 30 weeks = \$4,920 + \$365(taxes)= \$5296
<b>Family Liaison</b>	Develop and Implement educational social emotional curriculum. Collaborate with teachers to develop ILP's and provide needed support for students.	Provide safe, nurturing and enriching experiences designed to help build students' academic, creative and life skills.	\$10,715 Salary & taxes  \$14.44 hr. x 24hrs. wk x 30 weeks = \$9964 + \$751(taxes)
<b>Transportation:</b>	Provide Bussing for students during the school year and summer programs. Provide transportation for families for school events.	Maintain consistent attendance and provide equitable access for all students. Provide equitable access for all families to participate in events and school	After-school and summer bussing for students/ transportation for families for special events. \$400 week x 22 weeks = \$8,800 \$200 – parent transportation <b>Total Cost: \$9,000</b>
<b>Total Cost for 10/15/15 – 6/30/16</b>			<b>\$25,000</b>

**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 \$ 25,000. 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.

**Requests for Reimbursement.** Contractor shall request reimbursement on a monthly basis with documentation, using the Invoice attached as Attachment A. This invoice must be submitted within 30 days of the end of the month being billed for.

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

**6. Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the 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 \_\_\_\_\_, 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: Myers-Wilkins Community School Collaborative, 108 East 6<sup>th</sup> Street, Duluth, MN 55805 Attn: Jennifer Eddy, Executive Director.

**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.

**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.

**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.

**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.

**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.

Myers-Wilkins Community School Collaborative \_\_\_\_\_ 10/15/15  
Contractor SSN/ Tax Identification Number Date

Jennifer Eddy \_\_\_\_\_ 11/5/15  
Executive Director Date

Stephanie Heilig \_\_\_\_\_ 11/5/15 11/12/15  
School Principal Date

W. C. Hanson \_\_\_\_\_ 12/9/15  
Director of Business Service / Superintendent of Schools Date

\_\_\_\_\_  
ISD 709 School Board Chair Date

# Duluth Public Schools

## *IT Synergy Assessment*

December 2, 2015



"Applied solutions for our classrooms."

Duluth Public Schools  
IT Synergy Assessment



© Heartland Business Systems – Corporate Headquarters  
1700 Stephen St  
Little Chute, WI 54911  
Phone 800.236.7914 • Fax 920.788-7739

Prepared by:  
Josh Streich, Strategic Accounts Manager  
Greg Huza, VP K-12 Digital Innovation Group  
Mike Gauthier, Chief Technology Officer



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## Confidentiality Agreement

This document is confidential and proprietary to the Duluth Public Schools whose internal use it is strictly and exclusively reserved. Changes to this document or distribution of its contents may be made only with the expressed written permission of Heartland Business Systems.

Letter of Transmittal

Wednesday, December 2, 2015

Dear Amy Starzecki:

Thank you for the opportunity to propose an IT Synergy Assessment. Heartland offers the strength of a \$150 million technology company with a state-wide profile. Our broad set of vendor independent consulting, service and support capabilities is the most complete in the industry and includes a matchless capacity for innovation.

As your business partner, Heartland will advance the district's project objectives by assuring that each end-user experience with new technologies and systems will be efficient and painless. We will ensure that the proposed process will not impede your end-user focus or opportunity to improve the classroom experience. All proposed processes and systems will be completely reviewed, tested, and integrated to support and exceed expectations of the Duluth Public Schools.

We look forward to a lasting partnership and are committed to setting a new performance standard in supporting your future technologies. Please allow us to meet with you to fully review this document and outline our strategies.

Respectfully,

Josh Streich

Strategic Accounts Manager

Heartland Business Systems

[jstreich@hbs.net](mailto:jstreich@hbs.net)

(920) 585-3947

## IT – Synergy Assessment Executive Summary

### Heartland Business Systems – IT-Synergy Strategy

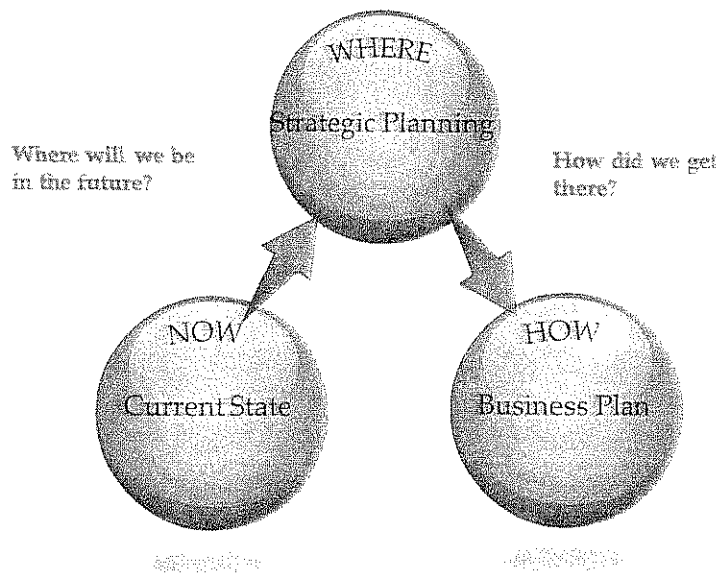
*IT-Synergy "An increase in the value of the organization as a result of IT alignment with the organization mission"*

#### IT-Synergy Assessment Overview

IT infrastructures of tomorrow need to promote value and innovation within an organization. Moving IT from a cost center to a value/innovation center is critical for most organizations success. This transition requires operational efficiency, architectural best practices, and organization mission alignment. Heartland's IT-Synergy Assessment incorporates a detailed review of clients IT infrastructure and operations. This industry leading approach can quickly identify key elements to advance the IT operation to promote innovation and operational efficiency.

#### IT-Synergy Process Overview

- One on one interviews with organizational stakeholders
- Detailed inventory of current environment
- Identify current related industry trends and review investment strategies
- SWOT analysis of IT operation and Infrastructure
- IT organizational alignment assessment review
- Mobility strategy review
- Staffing overview



#### IT-Synergy Benefits Overview

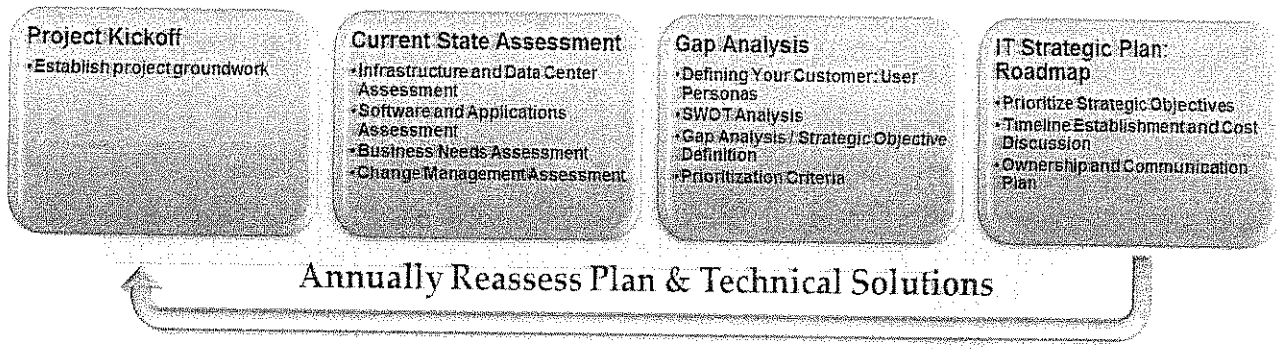
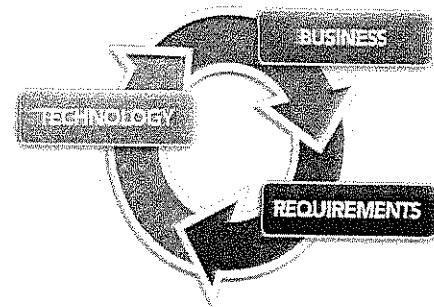
- Lower IT operational expenses
- Improved IT effectiveness
- Superior IT end user customer satisfaction
- Comprehensive documentation of environment
- IT strategy and phased recommendation approach
- High level ROI analysis

**Heartland's IT-Synergy Strategy**  
*"IT budgets should transition from Cost Center to Innovation Center" - PEH*

# IT Synergy Process Overview

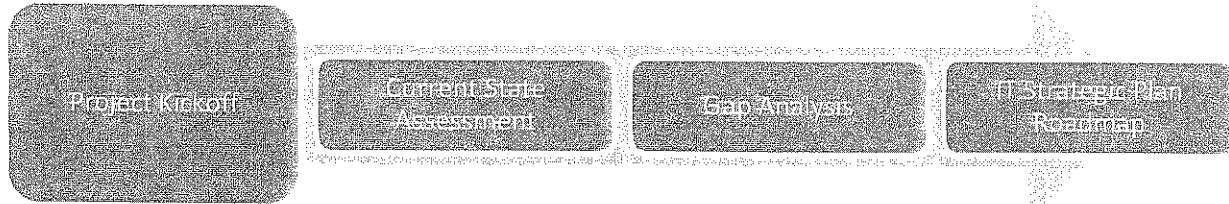
## IT Strategic Plan

Business drives the requirements  
Requirements define the technology need  
Technology streamlines the business





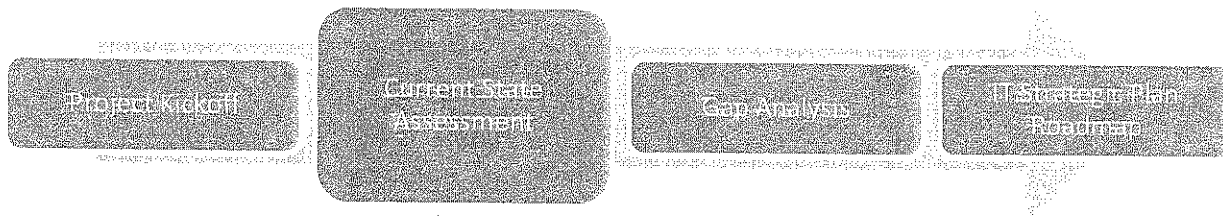
## Phase 1 – Project Kickoff Meeting



### Project Kickoff Goals:

- Establish project goals, scope, and project deliverables
- Review and/or define corporate strategies, initiatives, and goals
- Review and/or define IT strategies, initiatives, and goals
- Establish resource requirements and commitment
- Secure/Schedule project resources

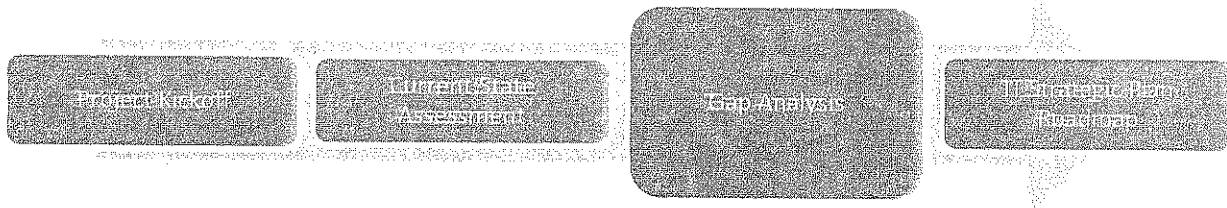
## Phase 2 – Current State Assessment



### Current State Assessment Goals:

- Infrastructure & Data Center Assessment
  - Endpoint Computing
  - Data Center and Security
  - Application Operations
  - Service Management
- Software and Application Assessment
  - Analyze age and use of existing software/applications
  - Evaluate legacy systems and home grown personal use tools (i.e. Excel spreadsheets)
  - Ascertain application/technology skill levels throughout the organization
- Business Needs Assessment
  - Identify key stakeholders and interview participants
  - Develop interview schedule and secure resource time and commitment
  - Develop Interview Guides and conduct interviews
- Change Management/Readiness Assessment
- Ascertain readiness for change through surveys and interviews

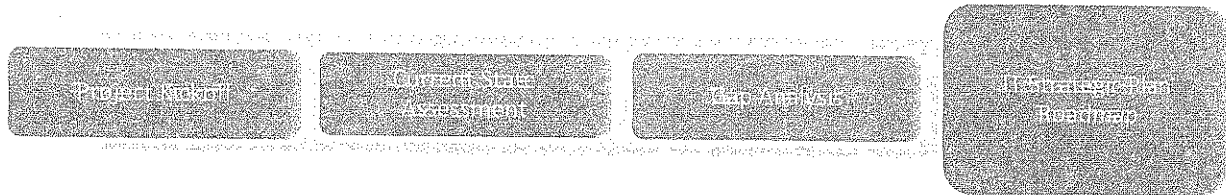
### Phase 3– Gap Analysis



#### Gap Analysis Goals:

- Defining your customer: User Personas
- SWOT Analysis (Strengths, Weaknesses, Opportunities, Threats)
- GAP Analysis/Defining your Strategic Objectives
  - Identify themes, develop objectives, and define strategies/tactics to achieve objectives
  - Establish and review potential strategic objectives with IT Leadership to develop final objective list
- Prioritization Criteria
  - Establish and review prioritization criteria with IT Leadership

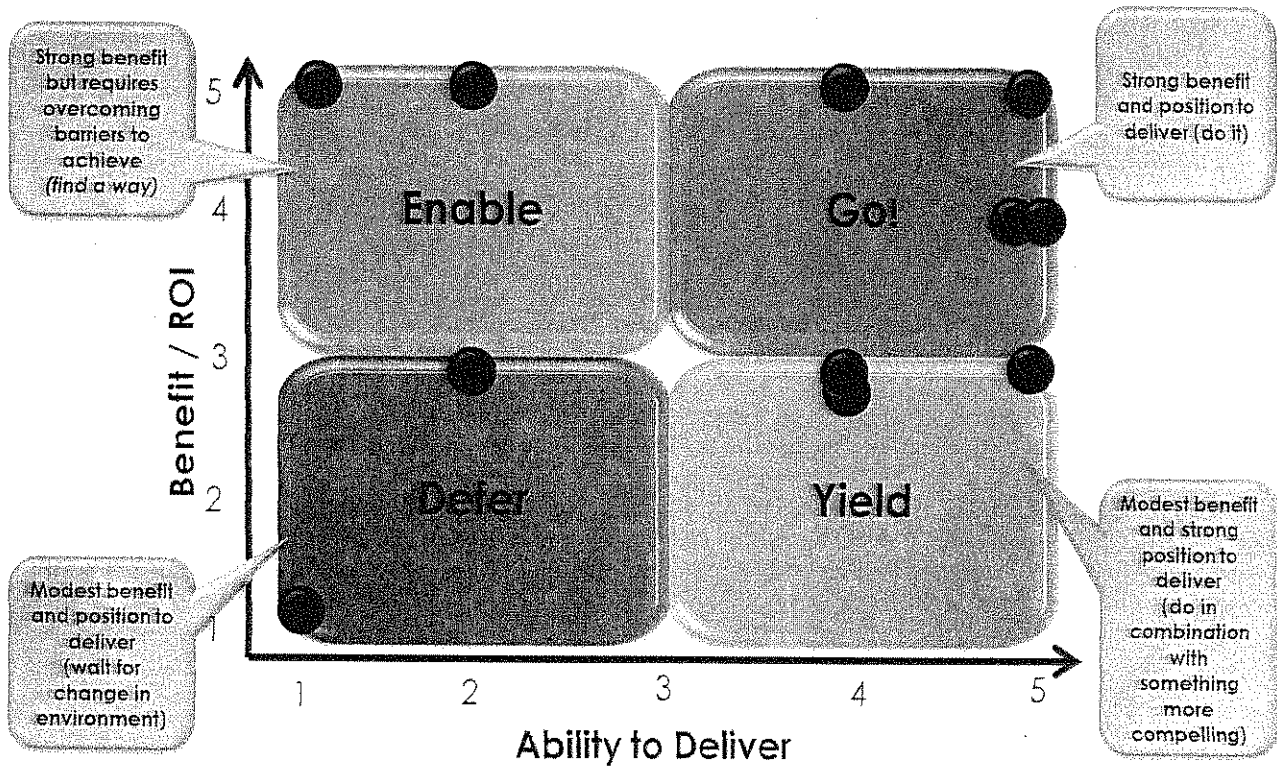
## Phase 4– IT Strategic Plan Road Map



### IT Strategic Plan Goals:

- Prioritize Strategic Objectives
- Establish Timeline and Discuss Costs
- Develop IT Strategic Plan: Roadmap
- Identify Owners for Each Strategic Objective and Develop Communication Plan
  - Define Measures

Phase 5- Prioritization



## Project Experience

### Shakopee Public Schools

Dr. Rod Thompson  
 Superintendent  
 rthompson@shakopee.k12.wi.us  
 612-716-7838

#### Technologies:

<b>Infrastructure</b>	
Data Center Technologies	✓
Network Infrastructure	✓
Mobility Solutions	✓
Comprehensive Security Offerings	✓
Unified Communications (Mitel/Cisco)	✓
Media Services/Cabling/21st-Century Classrooms	✓
Information Lifecycle Management	✓
Identify Management/SSO	✓
<b>End Points</b>	
Virtual Desktop Infrastructure (VDI)	
Endpoint Management Solutions	✓
Deployment Services	✓
Endpoint Warranty and Support	
Endpoint Security	✓
<b>Cloud Offerings</b>	
Infrastructure/Platform/Software As-a-Service	✓
Managed Services	✓
<b>Application Development</b>	
Microsoft SharePoint and .NET	
Moodle Customization and Development	
Java/J2EE and Open Source Custom Projects	
Document Management	

**Itasca Area School Collaborative**

Matt Grose  
 Chair President  
 mgrose@isd317.org  
 218-246-3412

**Technologies**

<b>Infrastructure</b>	
Data Center Technologies	✓
Network Infrastructure	✓
Mobility Solutions	✓
Comprehensive Security Offerings	✓
Unified Communications (Mitel/Cisco)	
Media Services/Cabling/21st Century Classrooms	
Information Lifecycle Management	✓
Identity Management/SSO	
<b>End Points</b>	
Virtual Desktop Infrastructure (VDI)	
Endpoint Management Solutions	✓
Deployment Services	✓
Endpoint Warranty and Support	
Endpoint Security	✓
<b>Cloud Offerings</b>	
Infrastructure/Platform/Software As-a-Service	✓
Managed Services	✓
<b>Application Development</b>	
Microsoft SharePoint and .NET	
Moodle Customization and Development	
Java/J2EE and Open Source Custom Projects	
Document Management	

Oshkosh Area School District

Dr. David Gundlach  
 Assistant Superintendent  
 david.gundlach@oasd.k12.wi.us  
 (920) 424-0935

**Technologies**

<b>Infrastructure</b>	
Data Center Technologies	✓
Network Infrastructure	✓
Mobility Solutions	✓
Comprehensive Security Offerings	✓
Unified Communications (Mitel/Cisco)	✓
Media Services/Cabling/21st Century Classrooms	✓
Information Lifecycle Management	✓
Identify Management/SSO	✓
<b>End Point CoAASDting</b>	
Virtual Desktop Infrastructure (VDI)	✓
Endpoint Management Solutions	✓
Deployment Services	✓
Endpoint Warranty and Support	✓
Endpoint Security	✓
<b>Cloud Offerings</b>	
Infrastructure/Platform/Software As-a-Service	✓
Managed Services	✓
<b>Application Development</b>	
Microsoft SharePoint and .NET	
Moodle Customization and Development	✓
Java/J2EE and Open Source Custom Projects	
Document Management	

More references available upon request



## Deliverables

- **Systems Design.** This will be provided with Advance Consulting/System Engineering services to insure a solid, state-of-the-art network for the Duluth Public Schools
- **Project Plan/Implementation Schedule.** This will be provided with the Project Management services to insure a successful and smooth implementation of the above phases.
- **Testing and Closure of Project.** Heartland Business Systems will work closely with Duluth Public Schools to ensure project expectations and deliverables have been met and the solution functions as proposed.

## Documentation

- Systems Design in Visio Document.
- Networking Address Documentation
- Project Plan/Implementation Schedule

## Assumptions

- Duluth Public Schools will work closely with Heartland Business Systems in the development and implementation of all deliverables.
- Heartland Business Systems will make every attempt to provide a configuration that meets the customer's needs as stated. Heartland may make modifications/revisions to design and configuration upon receipt of additional information regarding function and purpose of network.

## Evaluation & Closeout

- This project is complete when engaged phases have been completed and deliverables have been tested.

## Heartland Overview

Heartland Business Systems Engineering Service's consists of experienced specialist dedicated to providing high-level network integration and support over a local variety of products. Heartland Business Systems System Engineers are able to develop, implement and support any size network in several different Network Operating Systems, including Novell, Microsoft, and several other connectivity products.

The System Engineering Services will recommend and support the best possible solution to customer's networking needs. These services include

- Design, installation and implementation of WAN/LAN environments
- Gateway, bridge and router configuration
- Internet/Intranet connectivity, design and configuration
- Network analysis hardware and software benchmarking and tuning
- Voice Implementation/Key Systems and PBX integration
- IP security / Surveillance Systems
- Premise Access Systems
- Presentation Systems
- Storage Consolidation
- Security

## Heartland Business Systems Project Management

Heartland Business Systems provides Project Management services for projects with multiple phases, multiple resources, or complex scope. The primary goal of project management is completing a project "On-Time and On-Budget". These services include the following:

- Definition of project scope and deliverables, noting constraints and risks with associated contingency plans if necessary
- Creation and ongoing modification of project plans
- Identification of skillsets required for tasks within a project
- Coordination and scheduling of resources with required skillsets
- Management of project team, tracking completion within budget estimates
- Weekly notification of project status and completion milestones
- Documentation necessary to "close" a project when complete

## Heartland Resource Overview

### Advanced Methodology

Projects are handled with a long-term vision, beginning with an industry and vendor analysis that is put into historical perspective. Projects are documented using established documentation techniques. From there, detailed designs and blueprints are created. Finally, the project is strengthened with analysis tools.

### Making Connections

Projects researched and designed include:

#### Connectivity Consulting

- Mainframe to LAN connectivity
- Cooperative processing consulting
- Multi-server environments
- Local area connectivity - bridges and routers

#### Multi-platform Computing

- Creating Windows/Mac integrated solutions
- Complex network design
- DOS, Mac, open systems integration
- Using Microsoft or Novell products to integrate other systems (Host, UNIX, DEC...)

#### Client/Server Consulting

- Analysis of Client/Server computing solutions
- Database optimization, performance tuning
- Design of mission critical LAN based applications
- Client/server front-end applications

#### Integration Environments

- Voice over IP international networks
- Video Systems
- Data, Voice and Video Integration in Client/Server Environment

## Project Approach

### Introduction

In today's complex world of information systems, a defined process and team approach for infrastructure projects is imperative. Such an approach helps ensure that infrastructure implementations are consistent with business objectives, and can be effectively utilized once the technology has been deployed. A defined process also serves as a road map so that important aspects of a project will not be overlooked.

### Overview

#### Technology Infrastructure

Technology infrastructure exists to meet the business needs of the organization. It supports the enterprise architecture, facilitates communications and/or exchange of information, facilitates the attainment of business objectives, and organizes the knowledge of the enterprise.

The technology infrastructure is where it all comes together. No single element or part of an Information Technology (IT) organization can be considered the infrastructure. All elements must be considered for a project to be successful.

Composition of the technology infrastructure includes:

- People - The combined efforts of the staff chartered with procuring, installing, maintaining, using, and retiring the technology.
- Processes - IT strategic planning, acquisition, deployment and implementation, steady-state management, and post-use retirement.
- Technology - Elements required to provide and sustain reliable access to data and services

### Team Roles and Responsibilities

The Team model focuses on staffing, competency, management, responsibility, and quality in complex projects. An adaptation of the model for infrastructure projects is critical for successful deployments.

The Team model is defined as a team of peers working in interdependent and cooperating roles. Each team member has a well-defined role on the project and is focused on a specific mission. This approach encourages the feeling of ownership and ultimately results in a better product. The leaders of each team are responsible for management, guidance, and coordination, while the team members focus on carrying out their missions.

## Fair and Reasonable Fees

### Billing Philosophy

- We operate best when we have frequent, open communication with our clients about issues and problems they face in operating their businesses.
- We encourage our clients to meet with us on a periodic basis and to call us frequently.

### Project Fees


- Our fees are estimates based on our experience with similar engagements.
- Our Proposal is subject to the satisfactory completion of our customary evaluation of prospective clients in accordance with professional standards and execution of a Terms and Conditions Agreement.
- This proposal is valid for 60 days from the proposal date found on the first page. Extensions or other modifications to this proposal will require approval in writing from Heartland Business Systems.
- Heartland does not bill for incidental expenses (office supplies, telephone calls, etc.) However, we do reserve the right to bill for travel and lodging related expenses should they become necessary for the conduct of this project.
- Duluth Public Schools agrees to the proposal attached by affixing approval signature below. Heartland shall invoice in accordance with the Terms and Conditions.

This estimate is based upon Heartland Business Systems understanding of the scope of this project as of the date of this proposal. Heartland retains the right to adjust this estimate accordingly. However, no scope change and/or price adjustment will be made without prior communication and written approval to do so from ISD 709.

Fixed Fee Service

Total IT Synergy Assessment ..... \$7,500.00

Acknowledgment:  
Duluth Public Schools

  
Signature/Date 12/8/15

Acknowledgment:  
Heartland Business Systems, Inc.

\_\_\_\_\_  
Signature/Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this day 19th of November, 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and Marlene Wisuri, 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 November 19, 2015, and shall remain in effect until June 30, 2016, 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.** Presenter for Cultural Sharing Series provided for Staff at HOCHS. Presenter will be paid \$50.00/per hour (2 hours of presenting and 1 hour prep = 3 hours per session). First session is scheduled for April 18, 2016. Other sessions may be scheduled.
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 \$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.

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

- a. Payment shall be made by the District on the day of service.
- 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 the 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 to: Marlene Wisuri, 5263 North Shore Dr., Duluth MN 55804.

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.

Marlene Wiseman \_\_\_\_\_ [Redacted] \_\_\_\_\_ 11/28/15  
Contractor Signature SSN/ Tax Identification Number Date

William Howes \_\_\_\_\_  
\_\_\_\_\_ (contact with questions) \_\_\_\_\_ Date

[Redacted] \_\_\_\_\_ 12/2/15  
Program Director Date

[Redacted] \_\_\_\_\_ 12/4/15  
Director of Curriculum and Instruction Date

W. Hanson \_\_\_\_\_ 12/4/15  
Director of Business Service / Superintendent of Schools Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 20th day of November, 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and Wayne Bryant (AKA Wade the Dancer), 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 November 20, 2015, and shall remain in effect until June 30, 2016, 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 provide a 5-day Artist-in-Residency Dance Workshop and Show/Presentation for students and staff at Lincoln Park Middle School and Myers-Wilkins Elementary School to participate in from February 22-26, 2016. This will be done as an After-School Enrichment/Professional Development (staff) activity. The first workshop on February 22nd will include a brief introduction and mini-presentation (45mins-1hr). Two-hour workshops will continue daily until a public show/performance on February 26, 2016 that will be open to students, staff, families and community members.
3. **Background Check .** (Applies to contractors working independent with students)

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at a rate of \$2,500 (5 Workshops), plus up to \$1,000 for flight, and up to \$800 (5 nights) for lodging, and up to \$250.00 (\$50/day x 5 days w/receipts) for meals up to a sum not to exceed \$4,550.00. 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 the 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 to: Wayne Bryant, 1991 Lexington Ave., Apt 2A, New York, NY 10035 phone: 347.754.2992.

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.

Wayne Bryant [Redacted] 11.24.2015  
Contractor Signature SSN/ Tax Identification Number Date

[Redacted] Howes  
[Redacted] (contact with questions) \_\_\_\_\_ Date

[Redacted] [Redacted] 11/25/15  
Principal Director Date

[Redacted] [Redacted] 12/4/15  
Director of Curriculum and Instruction Date

W. Hanson 12/4/15  
Director of Business Service / Superintendent of Schools Date

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **September 14, 2015** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Endion Square** (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 ~~REDACTED~~ 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 **3 hours** a day **2 days** per week
2. The AGENCY shall perform these services at: **1823 E. Superior Street**
3. The approximate date the service will begin is September 14, 2015, and shall not extend beyond **June 6, 2016**; the contract not to exceed a total of **9 months** of service and a total cost up to **\$1300.00**
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 15<sup>th</sup> 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:**

Endion Square Children's Center  
Name of Agency

By Julie Rubio Authorized Agent

9-30-15

Date

**INDEPENDENT SCHOOL DISTRICT #709**

Duluth, Minnesota

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

Date

12/4/15

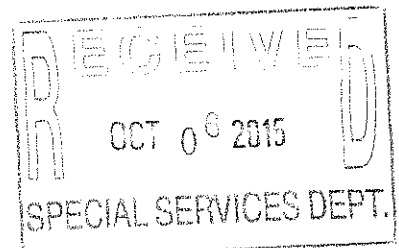
Special Services Department

215 N. 1<sup>st</sup> Ave. East  
Duluth, MN 55802

By Laura Erickson  
Director

Date

June 10, 2015



CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **September 8, 2015** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **UNSHarbor 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 **[REDACTED]** 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 **4** days per week
2. The AGENCY shall perform these services at: **1115 N. Lake Avenue**
3. The approximate date the service will begin is **September 8, 2015**, and shall not extend beyond **January 26, 2016**; the contract not to exceed a total of **4** months of service at a rate of **\$34.00** per day with a total cost up to **\$2448.00**
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 15<sup>th</sup> 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:**

URS - Harbor Highland  
Name of Agency

By Kathleen Das Authorized Agent

10-1-13  
Date

**INDEPENDENT SCHOOL DISTRICT #709**

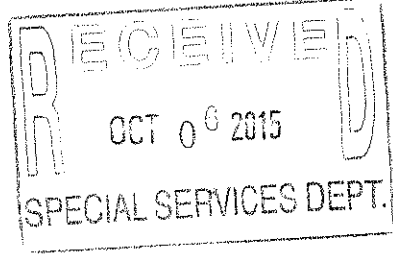
Duluth, Minnesota  
W. C. Hanson  
C.F.O. Executive Director of Business Services

Date 12/4/15

Special Services Department  
215 N. 1<sup>st</sup> Ave. East  
Duluth, MN 55802

By Laura Fredrickson Director  
Denise Jan 12/4/15

Date 6-16-15



CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **September 14, 2015** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Endion Square** (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 [REDACTED] 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 **3 hours** a day **2 days** per week
2. The AGENCY shall perform these services at: **1823 E. Superior Street**
3. The approximate date the service will begin is **September 14, 2015**, and shall not extend beyond **June 6, 2016**; the contract not to exceed a total of **9 months** of service and a total cost up to **\$1300.00**
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 15<sup>th</sup> 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:**

Endion Square Children's Center  
Name of Agency

By Julie Tutto Authorized Agent  
9-30-15  
Date

**INDEPENDENT SCHOOL DISTRICT #709**

Duluth, Minnesota  
W. Hanson  
C.F.O. Executive Director of Business Services  
Date 12/4/15

Special Services Department

215 N. 1<sup>st</sup> Ave. East  
Duluth, MN 55802

By Laura Tidrickson  
Director

Date June 10, 2015



CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **December 9, 2015** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **UNS- Harbor Highlands** (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 [REDACTED] 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 day per week
2. The AGENCY shall perform these services at: 2827 Chambersburg Ave.
3. The approximate date the service will begin is **December 9, 2015** and shall not extend beyond **June 7, 2016**; the contract not to exceed a total of **6 months** of service (\$34.00 day) with a total cost up to **\$1632.00**
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 15<sup>th</sup> 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:**

ONS - Harbor Highlands  
Name of Agency

By \_\_\_\_\_ Authorized Agent

\_\_\_\_\_  
Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

W. Hanson

C.F.O. Executive Director of Business Services

Date 12/4/15

Special Services Department

215 N. 1<sup>st</sup> Ave. East

Duluth, MN 55802

By Jason Crane  
Director

Date 12/3/15

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **September 19, 2015** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Endion Square Children's 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 **[REDACTED]** Individual Education Plan (IEP).

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

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:  
Preschool programming for **4 hours** a day 3 day per week
2. The AGENCY shall perform these services at: 2827 Chambersburg Ave.
3. The approximate date the service will begin is **November 16, 2015** and shall not extend beyond **June 9, 2016**; the contract not to exceed a total of **7 months** of service (\$216.00 month) with a total cost up to **\$1512.00**
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 15<sup>th</sup> 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:**

Endior Square Children's Center  
Name of Agency

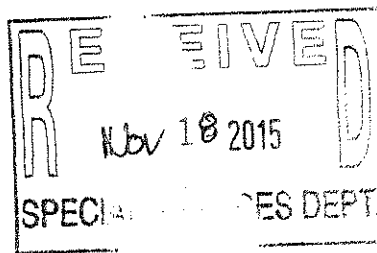
By Julie Arto Authorized Agent  
11/12/15  
Date

**INDEPENDENT SCHOOL DISTRICT #709**

Duluth, Minnesota

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

Date 12/4/15



Special Services Department

215 N. 1<sup>st</sup> Ave. East

Duluth, MN 55802

By Jason Grant  
Director

Date 12/13/15

CONTRACT FOR PRE-SCHOOL PLACEMENT

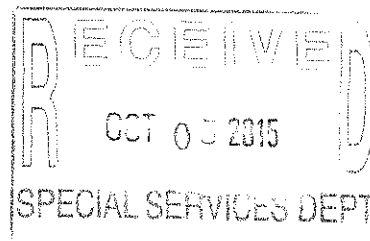
This contract, entered into this day **September 16, 2015** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Congdon Creek Preschool** (hereafter referred to as the AGENCY) witnesses that:

WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] 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 2.5 **hours** a day 2 day per week



2. The AGENCY shall perform these services at: 2827 Chambersburg Ave.

3. The approximate date the service will begin is September 11, 2015 and shall not extend beyond May 27, 2016; the contract not to exceed a total of **9 months** of service (\$80.00 month) with a total cost up to \$720.00

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 15<sup>th</sup> 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:**

Condon Creek Preschool  
Name of Agency

By [Signature] Authorized Agent  
9-11-15  
Date

**INDEPENDENT SCHOOL DISTRICT #709**

Duluth, Minnesota  
[Signature]  
C.F.O. Executive Director of Business Services

Date 12/4/15

**Special Services Department**

215 N. 1<sup>st</sup> Ave. East  
Duluth, MN 55802

By [Signature]  
Director

Date 12/4/15

**Men As Peacemakers**  
In School Programming Contract


**From:**

Name: Men As Peacemakers (Ed Heisler)  
Address: 205 West 2<sup>nd</sup> Street, Suite 15  
Duluth, MN 55802  
**Federal EIN: 41-1841689**

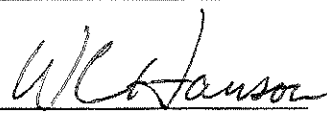
**TO:** Duluth Public Schools -- ISD 709

This contract supports two in school programs offered annually by Men As Peacemakers at Duluth Public Schools-Boys Restorative Program and Girls Restorative Program. Both programs welcome students who may be struggling in school, and are designed to support the social emotional development of participants, while contributing to their success in school. This contract amount reflects approximately 7% of total program costs, but represents an important investment by the school district that will strengthen MAP's abilities to secure additional funders.

2015 Peer Education Contract	AMOUNT
<p><b>1. Provide Boys Restorative Programming (Boys Group) at a minimum of 2 elementary schools.</b> Boys Groups is an in-school community mentoring program for 4<sup>th</sup>, 5<sup>th</sup>, and 6<sup>th</sup> grade boys. This primary prevention program connects caring adults in local elementary schools to help boys broaden their understanding of masculinity and to make better connections with themselves, their schools, and their community. These connections help them succeed both academically and socially, and support the development of boys into leaders in preventing violence and promoting positive peer cultures.</p> <ul style="list-style-type: none"> <li>Boys Group serves approximately 80-120 boys on an annual basis.</li> <li>Programming is provided through MAP staff and volunteers weekly or bi-weekly based on school schedule.</li> <li>Boys Group is currently provided at Laura MacArthur and Myers Wilkins. It is in the process of expanding to Piedmont and Lincoln Park Middle School.</li> </ul>	
<p><b>2. Provide Girls Restorative Programming (Girls Group) at Denfeld High School and Lincoln Park Middle School.</b> Girls Group is an in school program that creates inclusive and confidential spaces where girls develop authentic, supportive relationships while exploring their identities, building resiliency, and succeeding in high school. Girls also become peer leaders in sexual violence prevention, promoting healthy relationships, and addressing issues of violence and inequality facing girls and women.</p> <ul style="list-style-type: none"> <li>Girls Group serves approximately 90-100 girls on an annual basis.</li> <li>Programming is provided through MAP staff and volunteers on a weekly basis—based on grade level.</li> <li>Program coordinators are also housed in school to provide one on one support/advocacy to girls.</li> <li>Participants are invited to participate in multiple field trips exploring potential careers, college, activities, and community resources.</li> <li>Programming is provided at Denfeld High School and Lincoln Park Middle School</li> </ul>	<p><b>\$10,000</b> <b>Total</b></p>

  
\_\_\_\_\_  
Signature  
*Executive Director*  
\_\_\_\_\_  
Title  
Men As Peacemakers Signatory

*12/2/15*  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature  
*CFO*  
\_\_\_\_\_  
Title  
ISD 709 Signatory

*12/14/15*  
\_\_\_\_\_  
Date

**LAKEVIEW CHRISTIAN ACADEMY**  
Guidelines for  
**TRANSPORTATION REIMBURSEMENT**  
2015-2016

1. Each parent is to submit an initial odometer reading from home to school. ISD 709 will determine Maximum Mileage allowed based on District Transportation Routing Software. Initial request should include your school's calendar for the year.
2. ISD 709 Transportation Department will complete the "Invoice/Reimbursement Form" (Form 3000) for each month. Please submit your information monthly, to include mileage and days attended for each family, listing all students in family. Reimbursement is calculated by:

$$\underline{\hspace{2cm}} \text{ days } \times \underline{\hspace{2cm}} \text{ miles } \times \text{ 30 Cents per mile } = \text{ reimbursement.}$$

*(One round trip from home to school)*

3. Mail or bring "DRIVING REIMBURSEMENT REQUEST FORM" to the Transportation Department. A check will be sent to your school in 3-4 weeks from the date received at the Transportation Department.
4. Reimbursement is per family when Duluth Public Schools is in session and only for their mileage. Car pool mileage should not be submitted. For the 2015 - 2016 school year one family reimbursement is maximum of \$310.00.
5. All reimbursement claims must be received at ISD 709 by June 9, 2016.

**LAKEVIEW CHRISTIAN ACADEMY**

BY



Its Director

**INDEPENDENT SCHOOL DISTRICT NO. 709**

BY



Director of Business Services

**SPIRIT OF THE LAKE COMMUNITY SCHOOL**

Guidelines for

**TRANSPORTATION REIMBURSEMENT**

2015-2016

1. Each parent is to submit an initial odometer reading from home to school. ISD 709 will determine Maximum Mileage allowed based on District Transportation Routing Software. Initial request should include your school's calendar for the year.
2. ISD 709 Transportation Department will complete the "Invoice/Reimbursement Form" (Form 3000) for each month. Please submit your information monthly, to include mileage and days attended for each family, listing all students in family. Reimbursement is calculated by:

$$\underline{\hspace{2cm}} \text{ days} \times \underline{\hspace{2cm}} \text{ miles} \times 30 \text{ Cents per mile} = \text{reimbursement.}$$

*(One round trip from home to school)*

3. Mail or bring "DRIVING REIMBURSEMENT REQUEST FORM" to the Transportation Department. A check will be sent to your school in 3-4 weeks from the date received at the Transportation Department.
4. Reimbursement is per family when Duluth Public Schools is in session and only for their mileage. Car pool mileage should not be submitted. For the 2015 - 2016 school year one family reimbursement is maximum of \$310.00.
5. All reimbursement claims must be received at ISD 709 by June 9, 2016.

**SPIRIT OF THE LAKE COMMUNITY SCHOOL**

BY Jeri Kospicek 9/28/15  
Its Director (218) 721-4236 School  
(218) 310-2820 direct

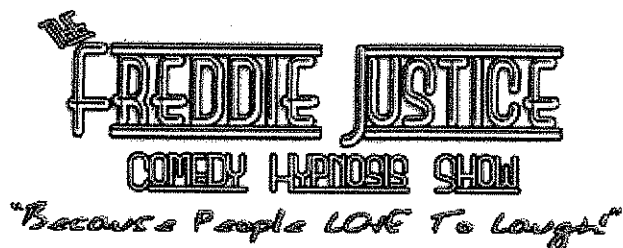
**INDEPENDENT SCHOOL DISTRICT NO. 709**

BY W. Hanson  
Director of Business Services

\* Please note that we have  
two locations:

Kindergarten = 4747 5th Ave S SS803

Grades = 819 N 18th Ave E SS812



## Professional Services Agreement

**Reichert Productions, Inc.**  
**763.754.6638**

P.O. Box 490118, Blaine, MN 55449  
info@FreddieJustice.com • www.FreddieJustice.com

CLIENT INFORMATION	EVENT INFORMATION
CLIENT: Jackie Ring COMPANY: East High School STREET: CITY, STATE, ZIP: Duluth, MN PHONE#: MOBILE#: 218 340 4993 EMAIL ADDRESS: jacalyn.ring@isd709.org DATE ISSUED: December 13, 2015	TYPE OF EVENT: Speaking Event FACILITY/VENUE: Same As Client Address STREET: CITY, STATE: Duluth, MN VENUE PHONE: EVENT DATE: Tuesday, January 05, 2016 START TIME: 9:00 AM      END TIME: 12:09 AM

### Agreed Upon Services, Terms & Conditions

ANY ALTERATION OF THIS CONTRACT WITHOUT PRIOR APPROVAL INVALIDATES THIS AGREEMENT ENTIRELY

This signed agreement will confirm the agreement between Reichert Productions, Inc., hereafter referred to as "Artist" and Jackie Ring, East High School, hereafter referred to as "Client". This agreement is pre-signed based on listed terms, but is not valid until signed by client and received and approved by Artist.

- ~~Agreement requires signed Rider as well, which will be in a secondary link/form and outlining important specifics for event.~~
- As compensation for the performance, **Jackie Ring, East High School, agrees to pay Company the total sum of \$150.00.** Payments accepted in the form of Cash, Check, Money Order, PayPal or Credit Card. A deposit in the amount of \$0.00 is to be paid to REICHERT PRODUCTIONS, INC. and returned along with this signed agreement and signed Rider to secure your event date. Balance due on or before the event date. Deposit is non-refundable. If Client cancels for any reason within 45 days of the event, Client shall be responsible for the full contracted amount listed on this Agreement.
- Artist/Company will provide a Customized Speaking Engagement and/or Power of the Mind Speaking Event for the 3 or 4 classes as described in our discussions. Content will be shaped based on overall event content, input by Client and event subject matter.
- If final payment is not received by the day of the event, a 20% penalty fee for amount due will be added starting the first business day following the event and will increase an additional 20% of amount due each 30 days thereafter until paid in full.
- Offer is valid for 14 days after the issue date above. If the signed agreement is not received on or before that date, it becomes void and artist will release date, making it available to schedule another event/client.
- ~~Client agrees to allow Artist rights to sell productions following show with may include show DVD's, tapes, books, video and similar items. Client shall provide a table and chair in a well lit location, near speaking area or just outside, setup prior to the show, to be used for product sales table.~~
- Either party may cancel the Agreement by providing at least 45 days advance written notice to the other party. In the case of proper and timely cancellation, the deposit shall be forfeited, but any fees outside of the deposit shall be refunded to Client. If Client cancels less than 45 days before event, the total sum shall still be due. The attempt by one party to cancel this Agreement in any manner other than those specifically outlined in this Agreement will be considered a breach of this Agreement. If cancellation is due to "Acts of God", venue problems, power problems, law enforcement or fire department issues, or similar problems, Client is still responsible for all payments due. Artist is final decision maker on what constitutes an "Act of God". Artist shall not be responsible or liable for any damage, losses or injuries to persons or properties caused by any of the Client's guests, or for any third party claims in connection with this agreement.
- Total cost of entertainment services will be \$150.00 in the name of REICHERT PRODUCTIONS, INC. (This total fee includes a minimal travel fee of \$0.00). Offer valid for 15 days.**
- An entertainment retainer of \$0.00, due with this agreement in order to hold your date.**

### ACCEPTANCE OF CONTRACT BY CLIENT

By signing (physically or digitally "E Sign"), you agree that the outlined details of this Professional Services Agreement is accepted & you authorize Company to provide outlined services. You further agree to all payments & fees as outlined on this agreement.

Date: 12/15/15 Client Signature: W. Hanson  
[IP Info: ]

**ACCEPTANCE OF CONTRACT BY AUTHORIZED REICHERT PRODUCTIONS STAFF**  
(acceptance of "E Sign" from client by Mgmt constitutes a signature from Reichert Productions staff)

RP Staff Signature: [Signature] Title: CEO Date: e>

# AGREEMENT

**THIS AGREEMENT**, made and entered into this 4th day of December , 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and M'Bemba Bangoura , an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of December 4, 2015, and shall remain in effect until June 30, 2016, 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.** One hour "Djembe" workshops/contact at different ISD 709 schools from Monday, February 1st 2016 to Friday, February 5th, 2016 and two hours contact/workshop during the afternoon at Lincoln Park Middle school :

**-Monday February 1st, 2016** (Contact /Workshop during AM and PM)

.Lincoln Park Middle School

**-Tuesday February 2nd, 2016**

.Denfeld High School( AM contact/workshop)

.PM workshop at Lincoln Park

**-Wednesday February 3rd, 2016**

.East High School (AM contact/workshop)

.PM workshop at Lincoln Park

**-Thursday February 4th, 2016**

.Ordean Middle School (AM contact/workshop)

.PM workshop at Lincoln Park

**-Friday February 5th, 2016**

.Myers Wilkins and Lowell elementary schools. (AM contact/workshop)

.PM workshop at Lincoln Park

-There could also be a possibility of a final performance on Friday at Denfeld High School (7 PM) depending on the artist and the students comfort level.

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 for performing said obligations at a rate of \$3,000 (10 Workshops) and up to \$250.00 (\$50/day x 5 days w/receipts) for meals. Travel expenses will be covered by the district up to \$1,000 for flight, and up to \$1,000 (6 nights) for lodging, up to a sum not to exceed \$5,500.00. 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.

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: The 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 to: M'Bemba Bangoura 2588. 7 Avenue Apt 2S. New York, NY 10039.

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.

<p><u><i>Bm</i></u> Contractor Signature</p>	<p><u>[REDACTED]</u> SSN/ Tax Identification Number</p>	<p><u>4/12/2015</u> Date</p>
<p><u>Djibril T. Bangoura</u> Initiator - (Contact with questions)</p>		<p><u>12/04/15</u> Date</p>
<p><u><i>W. Hanson</i></u> Program Director</p>		<p><u>12/7/15</u> Date</p>
<p><u><i>M. [Signature]</i></u> Director of Curriculum and Instruction</p>		<p><u>12/10/15</u> Date</p>
<p><u><i>W. Hanson</i></u> Director of Business Service / Superintendent of Schools</p>		<p><u>12/16/15</u> Date</p>

AMANDA GILDERMAN  
AND  
DULUTH PUBLIC SCHOOLS, ISD 709

AGREEMENT FOR FREELANCE SIGN LANGUAGE INTERPRETER SERVICES

The following is an Agreement between AMANDA GILDERMAN 5278 S County Road P Poplar, WI 54864-9114, (hereafter referred to as the SIGN LANGUAGE INTERPRETER PROVIDER) and Duluth Public Schools, ISD 709 (hereafter referred to as the DISTRICT). This Agreement shall be effective Sept. 8, 2015 and end Sept. 1, 2016

I. THE SIGN LANGUAGE INTERPRETER PROVIDER AGREES:

- A. To provide INTERPRETING SERVICES, for students with a disability and who have an IEP/IFSP/IIP documenting the need for such services under contract at the District sites. Services shall be provided as prescribed by the student's IEP/IFSP/IIP in order to meet the goals as determined by the IEP team.
- B. To provide INTERPRETING SERVICES by a certified Sign Language Interpreter.
- C. Not to exceed forty (40) hours per week of INTERPRETING SERVICES for the District.

II. THE DISTRICT AGREES:

- A. To pay the SIGN LANGUAGE INTERPRETER for INTERPRETING SERVICES at the contract rate of \$80.00 base rate for first two hours, plus \$40.00 per hour after, billed from arrival to departure time. The total of this contract will not to exceed \$15,000.
- B. To remit to the SIGN LANGUAGE INTERPRETER, upon receipt of weekly invoice, the amount due and owing for the services provided.
- C. The Director of Special Services shall supervise the contracted services to ensure that services are provided in accordance with the students' IEP/IFSP/IIPs.

III. INDEPENDENT CONTRACTOR

Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture or co-partnership between the parties, which are and shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

IV. MINNESOTA DATA PRACTICES ACT

The SIGN LANGUAGE INTERPRETER and the District agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

V. MUTUAL AGREEMENTS

- A. This Agreement shall be effective beginning Sept. 8, 2015 and end Sept. 1, 2016.
- B. Any modification to this Agreement must be made in writing.
- C. Either party may cancel this Agreement by giving a 7-day written notice of cancellation to the other party.

Agreed to by:

DULUTH PUBLIC SCHOOLS, ISD 709

AMANDA GILDERMAN

By   
Jason Crane

By  
Amanda Gilderman

Title Director of Special Services

Title Freelance Sign Language Interpreter

Date 12/10/15

Date

By   
William C. Hanson

Title Director of Business and Finance

Date 12/18/15

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 30th day of November, 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and Matheny Therapy & Consulting, LLC, 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)

- WCH
1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 11, 201~~5~~<sup>6</sup>, and shall remain in effect until August 1, 2016, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
  2. **Performance.** The contractor is responsible for conducting a staff training and ongoing consultation regarding trauma in an effort to implement strategies of a Trauma Informed School at Myers-Wilkens Elementary School.
  3. **Background Check .** (Applies to contractors working independent with students)

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$2,000. 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:

- WCH
- Following the satisfactory completion of the work by contractor,*
- 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 : Stephanie Heilig, Myers-Wilkins, 1027 N 8<sup>th</sup> Ave E, Duluth, MN 55805. 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 Saprina Matheny, 5241 North Shore Drive, Duluth, MN 55804.

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

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

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

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

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

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

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

Chair



*[Handwritten signature]*

Program Director



*[Handwritten signature]*

Director of Business Service

*W.C. Hanson*

12/18/15

*[Handwritten signature]*

12/15/15

Matheny Therapy & Consulting, LLC  
Title

*Saprina A. Matheny*

by, Saprina Matheny, Member

  
Taxpayer Identification Number

# AGREEMENT

**THIS AGREEMENT**, made and entered into this 21st day of September, 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and Christopher Davila, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of December 5, 2015, and shall remain in effect until June 1, 2016 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.** Facilitator for Achievement Center WIN and Social Justice Club at East High School. Duties would include ACT Prep, College expectations, filling out college applications. Other yet to be determined.
3. **Background Check .** N/A

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 \$50 per session for its services and expenses in performing said obligations up to a sum 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.

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 the 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 to: Christopher Davila, 1426 E 10th St, 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.

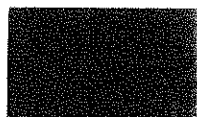
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

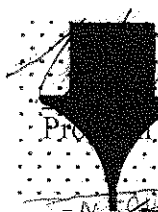
**Workers' Compensation Insurance:** Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

 John Dail  
SSN/ Tax Identification Number

9-21-15  
Date

 Michael Cary  
Principal Director  
MICHAEL CARY - DIR. CURRICULUM & INSTRUCTION

12/5/15  
Date  
12/15/15  
DATE

W. Jensen  
Director of Business Service / Superintendent of Schools

12/21/15  
Date