

Myers-Wilkins School
1027 N. 8th Ave. E. * Duluth, MN 55805 *
218-336-8860

1. Contractor Information

Name: Adam Metzger
Address: 1906 East 6th St
Phone: 218-348-1821
Email: adam.metzger@gmail.com
SSN#: ~~XXXXXXXXXX~~
Birthdate: 01/03/82

1. Date of Services

Start Date: October 6 End Date: December 11

2. Description of Services

Lego Robotics classes during after school programming on Tuesdays and Thursdays from 2:30 until 5:00..

1. Payment

The contractor shall be paid \$800.00 for services rendered.
Payment will be after the completion of all of the classes

1. Personnel Policies

All contractors shall adhere to the responsibilities outlined in in the *Responsibilities of After-School Instructors* Information Sheet. It is the contractor's responsibility to attend an Instructor/Volunteer Orientation Session and become familiar with all orientation materials including Mandatory Reporting at least annually. All instructors and volunteers will have an annual criminal background check.

I, the undersigned, acknowledge that I Have read and understand the above information, that I have received a copy of the Myers-Wilkins School's Personnel Policies and *Responsibilities of After-School Instructors* and that I am responsible for conducting myself in accordance with these policies.

Contractor: Adam Metzger ^{OK}
Principal: Sheryl Johnson

Date: 11/11/14
Date: 11/17/14

Myers-Wilkins School
1027 N. 8th Ave. E. * Duluth, MN 55805 *
218-336-8860

1. Contractor Information

Name: Adam Long

Address: 106 S. 30th Ave. E. Duluth, MN 55812

Phone: (218) 464-7937

Email: parkeralong@yahoo.com

SSN#: [REDACTED]

Birthdate: 06-26-1981

1. Date of Services

Start Date: October 6 End Date: December 11

2. Description of Services

Science, Technology, Engineering and Math classes during after school programming on Tuesdays and Thursdays from 2:30 until 5:00..

1. Payment

The contractor shall be paid \$800.00 for services rendered.
Payment will be after the completion of all of the classes

1. Personnel Policies

All contractors shall adhere to the responsibilities outlined in in the *Responsibilities of After-School Instructors* Information Sheet. It is the contractor's responsibility to attend an Instructor/Volunteer Orientation Session and become familiar with all orientation materials including Mandatory Reporting at least annually. All instructors and volunteers will have an annual criminal background check.

I, the undersigned, acknowledge that I Have read and understand the above information, that I have received a copy of the Myers-Wilkins School's Personnel Policies and *Responsibilities of After-School Instructors* and that I am responsible for conducting myself in accordance with these policies.

Contractor: [Signature]

Date: 10/11/14

Principal: [Signature]

Date: 11/17/14

**DULUTH CONGREGATION CHURCH AND GROUNDS
USE POLICIES AND FEE SCHEDULE**

MEMBERS:

When members of Duluth Congregational Church use the building for family events there will be NO fees assessed for use of any part of the building. Members ARE required to clear requested use of the building with the master calendar by discussion with the Office Administrator. Donations for use of the facility are appreciated. Members will be charged for the costs of custodial services related to set up and clean up (return to original condition) of that part of the building utilized.

NON MEMBERS:

Request for building use must begin by identifying possible dates as clear on the master calendar by discussion with Office Administrator and completion of a form provided by the church indicating intended use, dates, etc. A \$100 deposit will secure the reservation and is NOT refundable. These reservations must be made through the church office, 218-525-1911. All deposits apply directly to fee assessments and payment in full is expected one week prior to the event. All payment is to be made payable to Duluth Congregational Church and mailed to the Church at 3833 East Superior Street, Duluth, MN 55804.

Church entry and closure will be determined with the individual making arrangements for Church use.

Alcohol service/use is permitted by a licensed catering service only. Proof of licensure must be provided.

For weddings, Pastor and organist/pianist will set their own fees in advance with the couple or their spokesperson.

FOR THE USE OF:

Sanctuary (seats +250) (for major events this includes limited use of other building areas such as Wilcox Hall and the Lounge for dressing room and bathroom facilities)	\$300	<u>\$150⁰⁰</u>
Wilcox Hall (groups of 50 or more)	250	
Wilcox Hall (groups smaller than 50)	150	/
Sanctuary and Wilcox Hall (major event)	500	
Sanctuary and Lounge	400	
Lounge (groups of 15 or less and using the lounge kitchen)	35	
Kitchen (for catered events)	150	

Kitchen rental is limited to licensed caterers, for which all supplies including dishes, cups and utensils are provided by the caterer. Kitchen appliances are for use by members only, with the pre-arranged exception of the coffee/tea machine. There is no separate charge for use of the coffee/tea machine if the kitchen has been rented. Coffee and tea are not provided.

COMMUNITY NON PROFIT GROUPS:

Use of the building is encouraged by non profit or community groups. Again, all requests must be cleared with the Office Administrator in consultation with the master calendar. For non profits, usage fees may be waived, but a minimum donation of \$25 is requested to offset costs of opening/closing the building, custodial services, utilities, etc. Donations by ad hoc community groups is appreciated to cover the costs of opening/closing the building, custodial services, utilities, etc.

ONGOING BUILDING USE:

Ongoing use of the building is welcomed with permission granted by the Church Council. Requests for ongoing use are to be made by using the form provided by the Church and addressed to the Church Council. Charges, conditions, and appropriate use will be negotiated by the Church Council or by the Church Moderator. The Church will make every effort to respond in a timely manner. Entry and closure arrangements will be made on an individual basis.

-All use of the building must be authorized by the Church Council or if not available in a timely manner, by one of the Church Officers (Moderator, Vice Moderator, Treasurer or Clerk).

PARKING LOT USE:

Requests must be cleared with the Church Calendar by calling the Office Administrator at 218-525-1911. Only the front lot is available for rent. The space behind the church is not rented. Payment should be sent to Duluth Congregational Church, 3833 East Superior Street, Duluth, MN 55804. Space may be limited based on church usage for the day requested. Insurance, as required by the building's carrier must be provided prior to use.

All cars parked without authorization by the Office Administrator will be towed.

Lot use charge:

Employee only parking by Northland Country Club: \$25/per day

Public Parking by Northland or others: \$100 per day

MISCELLANEOUS:

-The Church reserves the right to terminate use by any group with or without cause.

-All parties using the church are expected to clean up after each use leaving the premises as found. Trash and recyclables should be placed in appropriate receptacles as provided by the church and tables and counters should be wiped clean.

-Members and non-members who wish the involvement of the Pastor or the Music Director/Organist must arrange compensation with them directly. All use of music for special occasions requires prior approval by the Music Director and/or the Pastor.
-The Moderator has the right to negotiate fees which differ from the above if specific circumstances require such.

-Those using the parking lot are expected to treat the lot and grounds with respect.

APPROVED BY CHURCH COUNCIL 5-26-2009

Names of Organization /Individual Using Church and/or Grounds

DULUTH EAST HIGH SCHOOL CHORALAIRES / JEROME UPTON, DIRECTOR

Address 301 N. 40th AVE

Phone # (218) 336-8845 x231 Cell Phone # _____

E-mail Address JEROME.UPTON@isd709.org

Person Responsible:

Name JEROME UPTON

Phone # day SAME evening _____

Cell Phone # (218) E-Mail SAME

Is this a non-profit organization(501c3)? Yes No

Describe purpose for use request including number of participants:

18 students - CAROLS CONCERT
ANTICIPATE 150 IN ATTENDANCE

Date(s) Requested: 12/23/14

If ongoing use, indicated schedule, e.g. 4th Monday of each month

Time(s) of Use: 4:00 p.m. - students 7:00 - CONCERT

Space Required: circle space(s) required: Sanctuary, Lounge, Wilcox Hall (downstairs), Kitchen (catered events only), Sunday school classrooms, Parking (front lots only),
Other- list 1 (one)

Describe any special requirements: _____

RELEASE AND INDEMNITY AGREEMENT

This Release and Indemnity Agreement is between the organization or individual named above and Duluth Congregational Church (for the use of the property described above for meeting and other activities.)

NOW, THEREFORE in consideration of the Duluth Congregational Church permitted the organization or individual (s) to use the property described herein, the organization or individuals(s) agree(s) as follows:

- 1. Organization or individuals(s) hereby indemnify, hold harmless, releases, and discharges Duluth Congregational Church's administrator, directors, agents, officers, members, volunteers, and/or employees, from any and all liability, claims, demands, losses or damages arising out of the use of the property.
- 2. Organization or individuals(s) hereby agree to abide by the rules put forth in this document.

Acceptance of Responsibility

I/We agree to be responsible for the conduct of those coming to or participating in the activity for which this application is being made, and for any damage beyond normal wear and tear which may occur as a result of this activity.

I/We will remove all signs posted by my/our group after the meeting has ended.

I/We further agree that the church property will be used in accordance with any Rules and Regulations of the congregation we are given.

I/We hereby consent to the Release and Indemnity Agreement.

Certification of Insurance may be required. Non-Church groups may be required to provide certificates of insurance naming Duluth Congregational Church as additional insured. If required, a certificate must be turned in to the church office at least one week before the first use.

Name of Organization or Individual: ISD 709 - DULUTH PUBLIC SCHOOLS

Signature of Responsible Party: WCHanson

Print Name/Title: Bill HANSON / CFO

Date: 11/20/14

APPROVED BY CHURCH COUNCIL 1/11/2010

Date: November 17, 2014

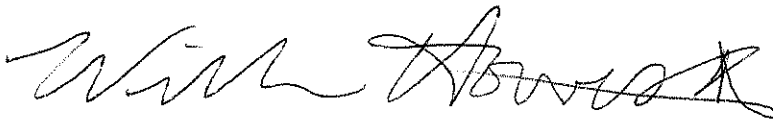
To: Bill Hanson - Director of Business Services

From: William Howes
Coordinator - Office of Education Equity

Subject: **Amendment to Contractor Agreement with Henry Banks**

Refer to *Henry Banks Agreement of October 2, 2014*

We are requesting to increase the "not to exceed" amount within the existing contract from \$1,800.00 to \$2,400.00 for an additional amount of services outlined within the existing contract. The rate for services rendered will remain the same as within the existing contract.



William Howes
Coordinator - Office of Education Equity

WCHanson
11/20/14

Date: November 17, 2014

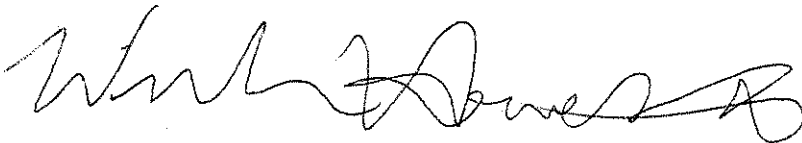
To: Bill Hanson - Director of Business Services

From: William Howes
Coordinator - Office of Education Equity

Subject: **Amendment to Contractor Agreement with Stephan Witherspoon**

Refer to *Stephan Witherspoon Agreement of October 2, 2014*

We are requesting to increase the "not to exceed" amount within the existing contract from \$1,800.00 to \$2,400.00 for an additional amount of services outlined within the existing contract. The rate for services rendered will remain the same as within the existing contract.



William Howes
Coordinator - Office of Education Equity

W. Hanson
11/20/14

AGREEMENT

THIS AGREEMENT, made and entered into this first week of August, by and between ISD 709, Duluth Public Schools, a public corporation, hereinafter called District, and Julia M Williams, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 1, 2014, and shall remain in effect until July 1 2015, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** (Provide A SEPARATE PAGE detailing a description of the programs or services to be performed by contractor, as well as the funding source for payment.)
3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$4950.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. *This Agreement will not be approved unless TIN is provided.*
4. **Requests for Reimbursement.** Contractor shall request reimbursement on a quarterly basis, using either the District Invoice OR the contractor's official invoice. This invoice must be submitted within 10 days of the end of the period being billed for.
5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.
6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.
7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as

employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Duluth Public Schools. 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 230 West Sixth Street, Duluth, MN 55806

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

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

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

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

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

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

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

Duluth Public Schools

CONTRACTOR


Chair

Julia M Williams, Ph.D.
Name

Clerk

Independent Contractor October 27, 2014
Title Date

Program Director


Taxpayer Identification Number

Director of Budget and Finance

10 27 2014
Date

Addendum to Contract for Services

Description of services

To be provided by independent contractor Julia M Williams, PhD
For ISD #709 – Duluth Denfeld High School for the academic year 2014-15

Facilitation of transition for Denfeld site based communications to complete:

- Establishment and adoption of revision of norms and by-laws for site decision-making and communications as per district
- Creation and communication of data-informed site goals and documentation of implementation plans and updates to improvement plans and grant reports
- Establishment of protocol for meetings and agendas for multiple leadership committees, support committees, and initiatives
- Advisory for staff/faculty/administrative collaboration
- Monitoring and adjustment processes for combined improvement initiatives
- Consultation for continuous improvement opportunities and funding opportunities
- Creation and facilitation for agendas for Denfeld Advisory
- Work with goals for Professional Learning Communities and subject specific groups

Preparation and facilitation of processes to complete tasks

10 – Half-day sessions @ \$495

\$4,950.00 total

AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of October, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Robert Giuliani, 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 November 1, 2014, and shall remain in effect until June 30, 2015, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Provide Child Nutrition In-service trainings at \$200.00 per session. Dates and times to be determined.

3. **Contract Documents.** It is understood that this Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Advertisement for Quotes, Contractor's Quote, and Quote Tabulation;
3. Contractors Insurance Policy;
4. Supplementary Conditions and Insurance Requirements; and
5. Any other documents identified by the District.

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

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, or to seek other damages.

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

8. **Independent Contractor.** Both the District and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of the District. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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 Child Nutrition, Pamela Bowe, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail, 519 North 27th Ave West, Duluth MN 55806.

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

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

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

14. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing

laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

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

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

15. **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.

16. **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.

17. **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.

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

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

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

<u>District Employee</u>	<u>Position</u>
Pamela Bowe	Director of Child Nutrition

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

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

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

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




By


Clerk



Title



Program Director



Taxpayer Identification Number



Director of Business Service

AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of October by and between Independent School District #709, a public corporation, hereinafter called District, and George Morrow III, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of October, 2014 and shall remain in effect until June 30, 2015, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Mr. Morrow will be providing American Indian Cultural presentations and arts and crafts instruction. Fee for Cultural presentation will be \$50.00 per session . Fee for Cultural arts and crafts instruction will be \$40.00 per hour.
3. **Background Check .** (Applies to contractors working independent with students)

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$2,000.00. 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 Edye Howes, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail 12715 Daycare Dr Hayward WI 54843

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:

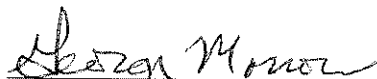
Workers' Compensation Insurance: Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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


Contractor

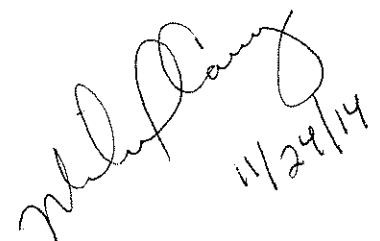

SSN/Tax ID #

Date 10-27-14


Program Director

11-17-14
Date


Director of Business Service


11/24/14

AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of November by and between Independent School District #709, a public corporation, hereinafter called District, and Henry Boucha, 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 11/12/14 and shall remain in effect until June 30, 2015, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Henry Boucha will be presenting to Denfeld HS (11/14/14) students on his personal and cultural history as well as motivational content. He will educate students on skills and attributes necessary for success. Henry will be paid his \$500.00 presentation fee.
3. **Background Check .** (Applies to contractors working independent with students)

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$2,000.00. 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 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail

11070 Cedar Hills Blvd, Suite 229
MINNETONKA, MN 55305

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

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

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

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

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

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

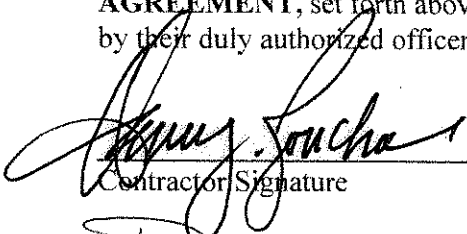
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

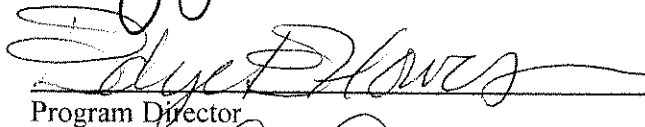
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under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

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

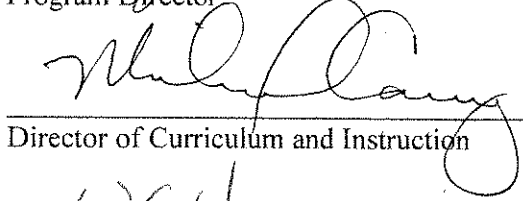

Contractor Signature


SSN/ Tax Identification Number

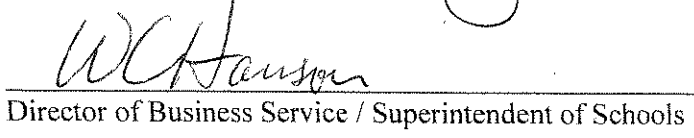
11/4/14
Date


Program Director

11/12/14
Date


Director of Curriculum and Instruction

11/24/14
Date


Director of Business Service / Superintendent of Schools

11/24/14
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of November by and between Independent School District #709, a public corporation, hereinafter called District, and John Morrow, 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 11/12/14 and shall remain in effect until June 30, 2015, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Mr. Morrow will be on contract to provide culturally based activities, singing, and drumming for DPS students through the American Indian Education Department programs. Fee for Cultural presentation will be \$50.00 per session. Fee for singing/drumming and cultural arts and crafts instruction will be \$40.00 per hour.
3. **Background Check .** (Applies to contractors working independent with students)

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$2,000.00. 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.

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 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail John Morrow PO Box 132 Sawyer MN 55780 (715)-558-2252

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

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

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

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

except by written agreement of the parties.

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

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

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

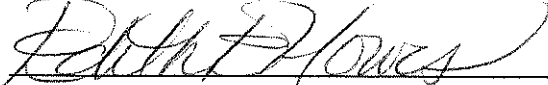
Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

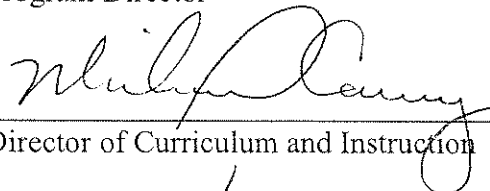
Workers' Compensation Insurance: Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

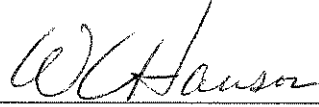
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under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

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

 Contractor Signature  SSN/ Tax Identification Number 11-12-14 Date

 Program Director 11/17/14 Date

 Director of Curriculum and Instruction 11/24/14 Date

 Director of Business Service / Superintendent of Schools 11/24/14 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 11 day of Nov, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Thomas Yellowman, 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 11 NOV 2014, and shall remain in effect until JUNE 30, 2015 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** (insert programs or services to be performed by contractor) *See attached*

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 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 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail (contractor's name, mailing address including Zip Code and phone number)

THOMAS YELLOWMAN (218) 409-5783
2228 W. 2ND ST. #2 DULUTH MN 55806

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

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

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

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

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

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


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


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

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

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

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


Contractor Signature


SSN/ Tax Identification Number


11-11-2014
Date


Program Director

11/17/14
Date


Director of Curriculum and Instruction

11/24/14
Date


Director of Business Service / Superintendent of Schools

11/24/14
Date

Thomas Yellowman will be providing culturally based activities for Duluth Public Schools students through the American Indian Education department programs. Fee for Cultural presentation will be \$50.00 a session or \$40.00 an hour for teaching skills.

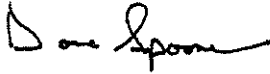


FACILITIES MANAGEMENT
Independent School District No. 709

Located at 730 E. Central Entrance
Mailing Address: 215 North 1st Avenue East
Duluth, Minnesota 55802
Construction Management (218) 336-8907
Maintenance (218) 336-8906
Operations (218) 336-8905
Fax (218) 336-8909

Memorandum

To: Kerry Leider
Bill Hanson

From: Dave Spooner 

Date: November 10, 2014

Re: Matrix Soils and Systems, Inc. Proposal for Lakewood School

Attached please find the proposal submitted at the Districts request to perform the county required 5 year inspection of the Lakewood Elementary septic system.

This test is required every 5 years to allow us to remain compliant with St Louis County and keep up to date with our operating permit. The total cost is expected to be \$720.00

Our septic system is not up to code, but if it is found to be operating correctly we will not be required to perform any work.

Please sign where indicated if in agreement. I am available for additional questions if required.

Thank you.

**AGREEMENT FOR SUBSURFACE SEWAGE
TREATMENT SYSTEM SERVICES: Operation & Maintenance**

Client (name and address): Duluth Public Schools, ISD 709
% Dave Spooner, Supervisor Maintenance & Construction
Duluth Public Schools, 215 N. 1st Ave. E., Duluth, MN 55802

Owner (name): Duluth Public Schools, ISD 709

Location of Work: Lakewood Elementary, 5207 N. Tischer Rd., Duluth, MN

Legal Description of Property: Part of the Southeast ¼ of the Northeast ¼ of Section 20, T51N,
R13W, Lakewood Twp., St. Louis Co.

Property Parcel Code: 415-0010-05525, 05520, & 05530

Consultant: MATRIX Soils & Systems, Inc., 3990 Fairview Road, Duluth, Minnesota 55803-2708

Work to Be Performed According to: Operation and maintenance (O & M) evaluation and services for subsurface sewage treatment systems (SSTS) in compliance with Minnesota Pollution Control Agency (MPCA) rules or other residential and commercial services as set forth below.

Description of SSTS Work to Be Performed by Consultant (check all that apply):

- Initial site visit for commercial systems: Includes initial site review, gathering system documentation, and bid preparation for system operation and maintenance evaluation.
- Operation and maintenance evaluation for operating permit renewal: Residential.
- Operation and maintenance evaluation for operating permit renewal: Commercial.
- Operation and maintenance evaluation for non-operating permit system
- Operation and maintenance – basic residential plan: Provide operation and maintenance services during the operating period including O & M evaluation at end of the period, site review, meter reading, and filter or screen cleaning. (System repairs or required upgrades are not included.)
- Operation and maintenance – commercial plan: Provide operation and maintenance services during the operating period including O & M evaluation at end of the period, required site review(s), meter reading(s), filter or screen cleaning, and non-problem diagnosis. (System repairs or required upgrades are not included.)

Payment. Client agrees to pay Consultant for the services to be provided under this Agreement in accordance with the fees shown on the attached Schedule A. In the event that the scope of the work differs from that listed above, Client shall pay for such additional work upon receipt of an invoice from Consultant. Consultant agrees to make a reasonable effort to advise Client of additional work that is necessary, provided that Consultant shall not be required, if Client is not immediately available, to advise client of additional charges of less than \$250.00 that Consultant intends to carry out, since same are in the best interests of Client and are the most economical and expedient way to accomplish the additional work.

Time for Payment.

- A. Initial site visit for commercial systems and O & M evaluations for residential and commercial systems require full payment of fees to Consultant by Client upon Agreement execution.
- B. Ongoing O & M may be paid to Consultant by Client in full at the advanced payment rate or in installments during the operating period as set forth in schedule A, which is attached.
- C. Consultant may withhold its reports and/or evaluations pending final payment by Client.
- D. All sums not paid when due shall bear interest at the rate of eighteen percent (18%) per annum, commencing thirty days after the due date.

Time for Performance of Services. Work will be commenced on or before: November 10th, 2014.

Status of Consultant. This Agreement calls for the performance of the services of the Consultant as an independent contractor and Consultant will not be considered an employee of the Client for any purpose.

Standard of Practice. Consultant shall perform services in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the area under similar conditions.

Information Provided. Client shall provide Consultant with all system documentation including copies of the system design worksheets, copy original certificate of authorization to use operating permit system, and copies of all original system design drawings, and final as built drawings. Prior to initiation of work, Client shall provide Consultant with all contact information including daytime telephone number(s).

Indemnification. Client agrees to hold Consultant and its employees harmless and to defend and indemnify Consultant and its employees from and against any and all claims, demands, losses, or costs (including but not limited to, reasonable attorney's fees) arising out of any claims related to Consultant's O & M evaluation(s), or ongoing services.

Limitation of Liability. The relative risks and benefits to both the Client and Consultant arising from the services provided under this Agreement have been allocated such that the Client agrees, the fullest extent of permitted by law, to limit the total aggregate liability, of Consultant to the Client and/or others, from all claims, losses, costs, and/or damages of any nature whatsoever to the total fee paid by the Client.

Ownership of Documents. All documents produced by Consultant under this Agreement are instruments of Consultant's professional service and shall remain the property of Consultant. Documents submitted to or on behalf of Client may be used by Client for the project and purpose(s) intended only. Use of documents or portions thereof by Client or others for any other project or purpose without the prior written consent of Consultant is prohibited and any such use shall be paid for by Client as if it was a separate service, separately ordered or a separate system at the full retail price of the work purchased by Client hereunder. No such use of document(s) or portion thereof for any other project or purpose even if consented to and/or paid for shall invoke any warranty or responsibility on Consultant, unless otherwise specifically agreed to in writing.

No Warranty. O & M evaluation(s) prepared by Consultant will be based upon a visual inspection and interpretation of SSTS system by Consultant, and upon certain information disclosed by Client on

which Consultant has relied. Consultant's evaluation is limited to the day Consultant views the system. Consultant's evaluation and associated documentation are not intended to be a warranty or guarantee of the future adequacy or performance and should not be relied upon as such. Consultant shall not be liable for any changes to the site or system by others; nor for any installation or construction related problems, or other matters arising after the day of evaluation.

Waiver or Modification Ineffective Unless in Writing. No waiver, alteration, or modification of any of the provisions of this agreement shall be binding unless in writing and signed by Client and a duly authorized representative of Consultant.

Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns, as the case may be, of Client and Consultant, provided, however, that no assignee shall be entitled to rely on any evaluation prepared by Consultant, without the prior written consent of Consultant.

Severability. Provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, and shall not in any manner affect any other clause or provision in this Agreement.

Attorney Fees. If either party is compelled to take legal action to enforce any provision of this Agreement, the prevailing party shall be entitled to recover costs and expenses incurred in connection with such legal action, including reasonable attorney's fees and expenses.

Termination of Services. This agreement may be terminated at any time by the Consultant or Client should either fail to perform their obligations as described in this document. In the event of termination, Client shall pay Consultant for all services rendered and all reimbursable expenses incurred prior to the date of termination. In the event that Client terminates without cause, which Client may do so on thirty (30) days written notice, Client shall be responsible for all services rendered and reimbursable expenses incurred prior to the date of termination and, in addition, shall pay Consultant fifty percent (50%) of the amount that would be due in the future under the agreement, and Consultant shall have no further duties or responsibilities. This is intended as a liquidated damage clause due to the difficulty of estimating the loss in the event of a without cause termination by Client.

Governing Law. This Agreement shall be governed by the laws of the State of Minnesota.

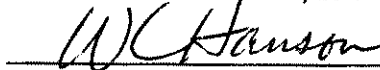
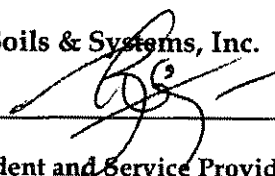
Consultant:

Client:

MATRIX Soils & Systems, Inc.

Duluth Public Schools, ISD 709

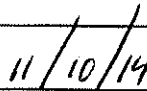
By _____



Its **President and Service Provider**

Date November 6, 2014

Date _____



Schedule A

The following indicated and initialed fees shall become part of the Agreement and paid by Client.

- Conduct initial site review and bid preparation for commercial systems:
\$170.00 ✓
- Conduct system O&M evaluation for residential operating permit system:
\$330.00 _____
- Conduct system O&M evaluation for residential non-operating permit system:
\$225.00 _____
- For residential system, conduct one (1) year of system and flow monitoring and filter cleaning, one O & M evaluation, call service; and any non-repair maintenance, which does not include tank pumping:
\$135.00 _____
- Conduct system O&M evaluation for commercial system:
\$550.00 ✓
- For commercial system, conduct _____ year of semi-annual system, flow, and effluent monitoring and filter cleaning; one O & M evaluation; call service; and any non-repair maintenance, which does not include tank pumping: **\$1,275.00** _____
- Charge for additional unscheduled site visits (invoiced per visit):
\$85.00/hour + \$0.85/mile (\$170.00 minimum) ✓

All costs for county permit fees, system pumping, or improvements or repairs required to maintain compliant system operation shall be responsibility of the Client.

Client Initials WCH

All separate trips by Consultant for diagnosis of system conditions or problems not specifically covered by this contract shall be paid by the Client as an additional cost.

Client Initials WCH