

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of September, 2016 by and between Independent School District #709, a public corporation, hereinafter called District, and Lisa Mitchell-Krocak, 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 9/1/2016, and shall remain in effect until 5/30/2017, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.**
 - a. Restorative Learning Training (OR SEE ATTACHED)
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 in performing said obligations up to a sum not to exceed \$ 2,500.00. Contractor is required by Minnesota Statutes, Section 270.66 subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
4. **Request for Reimbursement.** Contractor shall request reimbursement on a monthly basis, using the District Invoice attached as Attachment A. This invoice must be submitted within 30 days of the end of the month being billed for.
5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items 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. **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.


7. **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 Adrian Norman, ISD 709, Duluth Public Schools, and 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 to: Lisa Mitchell-Krocak 4280 Charles Road, Duluth, MN 55803.
8. **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.
9. **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.
10. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject to the matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.
11. **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.
12. **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.
13. **Insurance.** (If applicable)

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

INDEPENDENT SCHOOL DISTRICT NO. 709




 Program Director



 CFO/Executive Director of Business Services

CONTRACTOR



 Contractor Signature

 Taxpayer ID Number

AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of November, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Amy Wolcott, 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 14, 2016, and shall remain in effect until June 1, 2017, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Contractor will provide curricular coordination for the River Quest field experience. River Quest is an event for area sixth graders where students learn about the St Louis River Estuary and its impact on the environment, the community, industry and the economy. The contractor's duties include but are not limited to attending meetings, distributing material, assisting in writing curriculum, and coordinating scheduling, organization and attendance of the event to be held May 15-18, 2017.
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. 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 Aaron Salmela, 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 Amy Wolcott, 5652 Rose Rd, Hermantown, MN 55811 MN 55811

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.

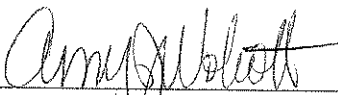
18. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

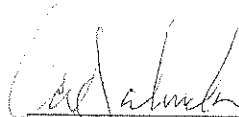
Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

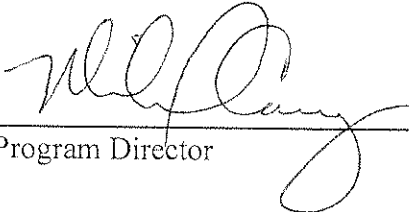
19. **Workers' Compensation Insurance:** Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State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

20. **Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in at least the amount of \$2,000,000.

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 11/8/16
Date

 _____
Initiator science curriculum specialist 11/10/16
Title Date

 _____
Program Director 11/16/16
Date

 _____
Director of Business Service 12/6/16
Date

AGREEMENT TERMS

This agreement by and between Heinemann Professional Development and the Client sets forth the agreement between the parties. When used herein, "Agreement" shall be understood to include this agreement, and any attached exhibits or any other documents made a part hereof or incorporated by reference, including any written amendments hereto.

Upon receipt of this Letter Agreement, you shall return by U.S. mail, to Heinemann Professional Development, two (2) copies of this Letter Agreement fully initialed and signed within fifteen (15) business days from the date of issue.

1. SERVICES

Heinemann will provide to Client professional services related to professional development, as set forth more fully in Exhibit A (the "Services") on page one of this Agreement. In performance of the Services at the scheduled event (the "Engagement"), Heinemann will employ a third-party Consultant/Consulting Author, as described in Exhibit A (first page of Agreement).

2. FEES

The Fee, as set forth in Exhibit A, shall be payable as follows:

(a) Upon execution of this Agreement, Client shall provide a purchase order for the full amount listed on Exhibit A. Purchase Order should be made out to Heinemann, 361 Hanover Street, Portsmouth, NH 03801-2912, Federal ID #06-1154537.

(b) The signed contract and purchase order shall be mailed to Heinemann Professional Development, 361 Hanover Street, Portsmouth, New Hampshire 03801-2912.

(c) Client shall pay the invoiced Fee balance to Heinemann within thirty (30) business days following Client's Engagement.

(d) Client acknowledges and agrees that in certain instances, should the number of participants increase, Client could be charged additional fees, as set forth in Exhibit A.

(e) All payments required by the Client under this Agreement are exclusive of all federal, state, local and foreign taxes, levies, and assessments. The Client agrees to bear and be responsible for the payment of all such taxes, levies and assessments imposed by any taxing authority.

3. RIGHT TO CANCEL; REFUNDS

If, before the date of the Engagement, Heinemann finds that either the Client has failed, neglected or refused to perform any other contract with Heinemann or the Client's financial credit has been materially impaired, then Heinemann shall have the right to cancel this Agreement upon notice to Client.

(a) In the event that the Client cancels this Agreement within sixty (60) days of the scheduled Engagement, for any reason other than as set forth below, Client shall be fully liable for the Fee. The parties acknowledge and agree that payment of the Fee upon improper cancellation shall serve as liquidated damages and not as a penalty, to compensate Heinemann for lost income due to the time reserved in good faith by Heinemann to undertake their obligations with respect to the Engagement.

4. FORCE MAJEURE

No party shall have any liability to another in the event of the cancellation of the Engagement if such cancellation is caused by or due to the physical disability of the Consultant/Consulting Author, or acts or regulations of public authorities, labor difficulties, civil tumult, terrorist attack or threats, government warnings, strike, epidemic, interruption or delay of transportation service or any other cause beyond the reasonable control of a party. In the event of a cancellation for "force majeure" the parties will attempt to reschedule the Engagement, or if rescheduling is not feasible or desirable, Heinemann will refund any Fee paid with respect to the cancelled presentation, but Client shall remain liable for any out of pocket expenses reasonably and necessarily incurred by Heinemann or the Consultant/Consulting Author in accordance with this Agreement. In the event of Force Majeure, please contact Marie Calvi as soon as possible at marie.calvi@heinemann.com.

Initial Here

5. **NO RECORDATION**

No audio, visual, radio, television, recording or transmitting devices may be used during the Engagement in any manner or form without the prior written consent of Heinemann.

6. **INSURANCE**

Client shall procure and maintain for the site of the presentation, with respect to the Engagement described herein, comprehensive liability insurance with a limit of coverage not less than One Million Dollars (\$1,000,000) per occurrence.

7. **NON-COMPETITION AND NO OTHER BROKER**

It is understood among all parties that any additional consulting work stemming from the Services provided will be contracted through Heinemann. Client will not use any broker, bureau or agent to book the Consultant or Consulting Author for any future Services or Engagements, other than Heinemann.

8. **OWNERSHIP OF INTELLECTUAL PROPERTY**

Heinemann and/or the Consultant/Consulting Author own all right, title and interest in and to their respective programs and products (the "Materials") including, but not limited to, worldwide copyright in all languages and in all forms and media now or hereafter known. Client and the participants are strictly prohibited from reproduction or distribution of the Materials without prior written permission from Heinemann. Client and the participants may not make use of the Materials in any manner other than the use intended by Heinemann through its provision of the Services. For the avoidance of doubt, no right, title, or license in the Materials is granted to the Client, except for the limited, personal, non-transferable right and license for the Client to use the Materials for the Client's own internal use and benefit without reproducing them in any medium.

9. **INDEPENDENT CONTRACTOR**

Heinemann, the Consultant/Consulting Author, and the Client are not partners or joint venturers and nothing contained herein shall be construed as creating an employment, partnership, joint venture, agency, or any other relationship whatsoever, except that of independent contractors, between Heinemann, the Consultant/Consulting Author, and Client. The Consultant/Consulting Author is responsible for all statements made by the Consultant/Consulting Author in connection with the Engagement.

10. **LIMITED WARRANTY AND DISCLAIMER**

Heinemann warrants that the Services will be performed in a professional and diligent manner. Except for the express warranty stated in this section, to the maximum extent permitted by applicable law, Heinemann makes no additional warranty, express or implied, statutory or otherwise, as to any matter whatsoever and all warranties of marching ability, fitness for a particular purpose and non-infringement of third party rights are expressly disclaimed and excluded.

11. **GOVERNING LAW AND FORUM SECTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire without giving effect to principles of conflicts of laws and Client hereby submits to the exclusive jurisdiction of the federal and state courts situated in the State of New Hampshire and the applicable service of process.

12. **LIMITATION OF LIABILITY**

In no event shall Heinemann or the Consultant/Consulting Author be liable for any consequential, special, indirect, multiple or punitive damages of any kind. Heinemann and Consultant/Consulting Author's liability shall be limited to the aggregate fee for services set forth on Exhibit A.

13. **ENTIRE AGREEMENT**

This agreement, including any attachments or exhibits, constitutes the entire agreement between the parties concerning the Services, and can only be supplemented, amended or revised in writing by agreement of the parties.

Initial Here



DEDICATED TO TEACHERS™

361 Hanover Street
Portsmouth, NH 03801-3912

Phone (603) 431-7894
Fax (603) 431-7840
(603) 431-4971

www.pd.heinemann.com

PD Offering: Guided Reading
 Date(s): 1/27/2017 - 1/27/2017
 Location: Duluth, MN
 Number of Participants: 25
 Total Fee: \$4,125
 Contact: Terri Huttel
 Organization: Lester Park School

The fee for the Engagement is inclusive of the consultant's fee and expenses, any handouts related to the seminar, and a copy of the related Heinemann title for a maximum of 25 participants.

Contract and Purchase Order is due for the full amount of this agreement by: 1/6/2017. The above date(s) are not secured until Heinemann has received the required purchase order.

ACCEPTED AND AGREED

Signed: Douglas A. Hasler Date: 12/16/16
 Name (print): Douglas A. Hasler Title: CFO

COUNTERSIGNED

Cherie Bartlett, Manager of Professional Development, On-Site



Duluth & North Shore Railway, Inc.
 d.b.a. North Shore Scenic Railroad
 506 West Michigan Street Duluth, MN 55802
 (800)423-1273 (218)722-1273
 Fax (218)733-7596
 E-mail info@northshorescenicrailroad.org

2016 CHARTER CONTRACT

This contract is made between the DULUTH & NORTH SHORE RAILWAY, Inc d.b.a. NORTH SHORE SCENIC RAILROAD (NSSR) (hereafter called Operator) and Lester Park Elementary (hereafter called Chartering Party). The Chartering Party's authorized representative is Annette Loisele, annette.loisele@isd709.org, 336-8875

TERMS OF CHARTER

In consideration of payments made and performance herein specified on the part of the Chartering Party, the Operator shall provide rolling stock and crew for the benefit of the Chartering Party excursion. The Conductor shall be responsible for the operation of the rolling stock that the Operator warrants to be rail worthy. The train excursion will depart from: **52nd Avenue East and go to the Duluth Depot.** On **Friday, December 16th at 11:30pm** the Operator will provide an excursion for the Chartering Party. The rolling stock (train) will be used exclusively for the transportation of passengers on a pleasure excursion on the Lake Front Line. The rolling stock of **RDC Budd Car #9169, capacity of 80 passengers** will be available for the purpose of loading and unloading passenger's ten minutes prior and ten minutes following the chartered time without additional charge. The Operator reserves the right to substitute the rolling stock, but will usually notify the Chartering Party. Trains are subject to delays at no fault to the Operator.
 The total number of passengers is estimated to be **80 people** and will be finalized by date 10 business days prior to excursion dates.

FEES

The Chartering Party agrees to pay the total sum of **\$450.** This cost includes a **roundtrip** excursion to the **Duluth Depot.** The price above includes a **story ready of the Polar Express**

reading

DEPOSIT

A signed copy of this contract must be returned. The deposit of **\$225** (1/2 total costs) is due within 3 months of the charter event. The remaining amount is due upon arrival prior to departure. Failure by the Chartering Party to return a signed copy of this agreement and the deposit by the due date will result in the cancellation of the reservation date at the sole discretion of the Operator without notification to the Chartering Party.

PAYMENT

Total fees as indicated above are due and payable in full before boarding will begin unless prior arrangements are made and approved in writing by the Business Manager of the North Shore Scenic Railroad.

CANCELLATION & REFUNDS

The Chartering Party must cancel the reserved excursion within 10 business days prior to departure to receive ninety percent reimbursement of deposit. Any cancellation made after 10 business days prior to departure will result in forfeiture of the entire deposit. Full refund of the initial deposit plus any additional payments will be made on account of equipment breakdown, lay up for repairs or any other occurrence which causes the Operator to cancel the excursion. The Chartering Party releases the Operator from any damage resulting from such cancellation. In the case of difficulty the Operator reserves the option to furnish the Chartering Party with substitute equipment and/or rolling stock. The initial damage deposit will be refunded by mail within 10 days of the charter date providing no damage occurred to the rolling stock or other equipment by the Chartering Party, its members or guests. Damage in excess of the damage deposit will be the responsibility of the Chartering Party.

CONDITIONS

The Chartering Party assumes responsibility for the maintenance of order and the conduct of passengers aboard the rolling stock during the terms of this excursion and shall not engage in or permit guests brought aboard the rolling stock by the Chartering Party to engage in any unlawful acts or to cause damage to any of the Operators equipment. The Chartering Party agrees to indemnify and hold the Operator harmless from any loss or claim of loss or damage which the Operator might incur as a result of failure by the Chartering Party to observe the conditions of this agreement. Any violation of this Charter Agreement by the Chartering Party shall enable the Operator to terminate this agreement. If such a violation occurs while the rolling stock is underway, the Operator may proceed immediately to the station and all passengers will disembark. A termination of this agreement while underway shall result in the forfeiture of the Charter fee and in some cases results in additional penalty fees for broken or damaged equipment. Any extension of the Charter period, once the excursion is underway, shall be made only with the consent of the Business and Operations Managers. This excursion, sponsored by the Chartering Party is adhered to the Alcohol Policies of the Operator, requiring all passengers over the age of 21 to have a valid ID. No outside alcohol is allowed on the train, no illegal substances, and no weapons are allowed on the train. Each passenger will likely be checked prior to boarding, and we reserve the right to search any bags or carry-ons. Any Marketing for the event will need to include this information to assure all passengers are compliant with the policies of the Operator. The Operator reserves the right to require security personal to be hired.

Douglas A. Hasler
 CHARTERING PARTY AGENT signature
Douglas A. Hasler
 CHARTERING PARTY AGENT print name

 NORTH SHORE SCENIC RAILROAD AGENT
Josh Miller, Station Manager
 NSSR AGENT print name

Date: 12/16/2016

Date: 12/1/2016

Please SIGN & RETURN a copy of this contract within 10 business days.

AGREEMENT TO PROVIDE TRAINING SERVICES

This agreement ("Agreement") is made by and between Benchmark Education Company located at 145 Huguenot Ave, New Rochelle, NY 10801 ("Company") and Duluth Public Schools ISD #709 ("Client"), 215 N 1st Ave E, Duluth, MN 55802 (address). This Agreement is effective from the date indicated below (under "Execution") until it is completed by performance or otherwise terminated by the Parties as allowable hereunder.

WHEREAS Client desires to retain the Company to perform the Services described herein;

WHEREAS, the Company desires to provide the services described herein and agrees to do so under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

I. PROFESSIONAL SERVICES

The Company agrees to perform the Services described in Schedule A attached hereto, in accordance with the specifications, terms, and conditions, including compensation and expenses, set forth herein.

II. ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns provided that it may not be assigned by either party without consent of the other. It is expressly intended and agreed that no third-party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this Agreement.

III. Professional Development Plan/PAYMENT

Professional Development Plan describing the Services shall be as set forth in the attached Schedule A. Schedule B shall set forth the fees for the service. Upon signature of the Agreement, client will have 10 business days to issue a Purchase Order. Payment in advance is required for all Clients except those whose credit has been established with the Company. Any invoice not paid within 30 days shall be deemed past due and subject to interest at 1% per month. Client agrees to pay all attorneys' fees and costs and any other collection costs incurred by the Company as a result of Client's failure to pay all amounts due on time.

IV. PERFORMANCE WARRANTY AND REMEDY

The Company warrants that all Services provided hereunder will conform to the specifications of, and will be performed consistent with generally prevailing professional and/or

industry standards. Client must notify the Company in writing of any deficiencies under this section within thirty (30) days of project completion.

V. DISCLAIMER AND LIMITATIONS OF LIABILITY

With the exception of the express warranties in this Agreement, the Company makes NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

In no event will the Company be liable for any indirect or incidental damages, even if the Company has been advised of the possibility of any such damages, and regardless of whether such damages are sustained based upon an alleged breach of contract, negligent act, or omission.

VI. INTELLECTUAL PROPERTY

All rights to patents, trademarks, copyrights, and trade secrets owned by the Company remain the property of the Company. The company does not grant the Client any right or license to any such intellectual property. The company does not grant the client the right to videotape, photograph or audio record any training.

VII. CONFIDENTIALITY

The Company shall use reasonable efforts to keep confidential all data and information which is marked confidential and furnished to the Company by the Client under this Agreement.

VIII. INDEMNIFICATION

Each party shall defend, indemnify, save, and hold the other harmless from any and all demands, liabilities, losses, costs, and claims (including reasonable attorneys' fees) asserted against the other, and/or its agents, clients, officers, and/or employees, that may arise or result from any willful or grossly negligent actions taken by the indemnifying party under this Agreement.

IX. FORCE MAJEUR

The Company shall not be liable for delay in delivery and/or performance of Services, and is excused from any failure to deliver and/or perform due to causes beyond its reasonable control.

XIV. ATTORNEY'S FEES AND COSTS

The prevailing Party shall have the right to collect from the other Party its reasonable costs and necessary disbursement and attorneys' fees incurred in enforcing this Agreement.

XV. MISCELLANEOUS

(a) The captions of each paragraph of this Agreement are inserted solely for the reader's convenience, and are not to be construed as part of this Agreement.

(b) If any provision in this Agreement is determined by a competent authority to be unenforceable, all other provisions of this Agreement shall continue in full force and effect. Similarly, if any provision is determined to be unenforceable due to terms exceeding that which is allowable under the law, that provision shall be enforced to the fullest extent allowable under the law.

(c) The failure of either Party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no forbearance or waiver occurred.

(d) The Company is an independent contractor, and neither the Company nor the Company's staff shall be deemed employees of Client.

XVI. TERMINATION

This Agreement may be terminated by either party on not less than thirty (30) days' prior written notice. In the event of such termination, Client shall pay the Company for all Services performed prior to Notice of Termination.


XVII. EXECUTION

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Facsimile signatures shall have the same force and effect as an original.

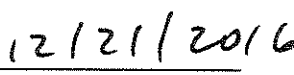
IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed at on the date indicated above.

Benchmark Education Company

Date



Client Name: Douglas A. Hasler



Date

Company Name: Duluth Public Schools ISD #709

Professional Development Proposal Plan Myers-Wilkins Elementary

Benchmark Education Company's Professional Development Proposal Plan will work to build capacity ensuring a successful implementation of instructional strategies aligned to the district framework.

Description of Training Services

Provide Professional Development to Educators during the 2017 school year on the pedagogy for a Balanced Literacy Framework.

Professional Development Deliverables:

- Well-qualified trainer(s) in Comprehensive Literacy and Urban Learning
- Professional learning to support special populations such as advanced learners, struggling readers, Special Education, and Second Language Learners
- Delivery of well-designed Interactive sessions to allow participants to internalize content to implement effectively

Professional Development Agenda

Each session to include demonstration lessons and/or coaching.

Course Title	Modules	Description
Best Practices for Reader's and Writer's Workshop	<ul style="list-style-type: none"> • Building Background: Reader's Workshop • Setting the Tone: Whole-Group and Independent Reading/Writing • Small-Group Instruction • Closer Look at Writer's Workshop • Assessment and Evaluation • Classroom Management and Organization 	<ul style="list-style-type: none"> • Developing students who are strategic readers, thinkers, and writers. • Teaching mini-lessons and providing an effective framework for independent reading • Placing students in groups, selecting texts, and teaching for comprehension • Assessing students to inform instruction, monitor progress, and confirm mastery • Establishing routines and procedures that lead to a supportive environment



By Mail: Benchmark Education Company
 145 Huguenot Street 8th Floor
 New Rochelle, NY 10801
 By Phone: Toll-Free 1-877-236-2465
 By Fax: 1-877-732-8273
 E-Mail: neworders@benchmarkeducation.com
 Web Site: www.benchmarkeducation.com

EOF - SCU

Electronic Order Form for
 Myers-Wilkins Elementary
 ISD 709 Duluth Public Schools
 Duluth, MN
 December 6, 2016

Product Code	Title	Price	Quantity Ordered	Total Price
PR098	Professional Development including expenses (per consultant per day)	\$2,500	9	\$ 22,500
X01779	Professional Development 2 Hour Webinar	\$750		-
TOTAL				\$ 22,500.00

* The above pricing does NOT include tax. Final tax rate is based on the ship to address.
 * The above pricing is effective until August 31, 2017.

AGREEMENT

THIS AGREEMENT, made and entered into this **10th** day of **November**, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and **Avalon Educational Institute**, 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 10th, 2016**, and shall remain in effect until **June 8th, 2017**, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** The contractor will provide the following services:

Course Plans: Capoeira

Course Duration: 30 weeks, 1 hour class per week

Introduction/Goals of the Course

Capoeira is an Afro-Brazilian art form, created by African slaves in Brazil, during the Portuguese colonization. Students will learn several fundamental aspects of this art form during each class elaborated and adapted according to the district safety rules.

Learning Objectives

By the end of the course, students will:

- Understand the **importance of stretching, warm-ups and strengthening exercises** (sit-ups, push-ups and lunges).
- Be able to do: "**Ginga**" (the basic Capoeira swing), "**Esquiva**" (dodges, 3 different types), kicks ("**Martelo**" direct kicks and "**Mea lua**" round kicks), acrobatics ("**au**" cartwheel, "**Macaco**" squat position, etc.).
- Be able to play all Capoeira instruments as well as sing and lead a variety of Capoeira songs

- **Build sense of community by participating in the "roda" (Capoeira circle).** Everybody has an important role in the circle, whether playing in the circle or making the music: clapping, drumming and singing.
- **Content Outline: Typical Lesson**

	Activity	Description	Time
1	Warm Up	Moving all of body briefly to loosen the muscles and gives instructor time to check in with students.	10 min
2	Ginga	Practicing the basic swing — sometimes in the mirror or with a partner.	10 min
3	Combination moves (Ginga, esquiva, kicks)	Learning sequences of different moves.	20 min
4	Conditioning	Strengthening of all muscle groups	5 min
5	Roda (Capoeira circle) and music	Opportunity for students to apply movements in real context	10 min
6	Closing circle	Opportunity to bring class together to officially end activities.	5 min

The contractor will provide extra class material as needed.

3. **Background Check .**

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 \$50.00 (fifty dollars) per 1-hour session, not to exceed a maximum sum of \$1,500.00 (Fifteen-hundred and 0/100 dollars)/school year. 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 : **Avalon Educational Institute, 404 W. Superior 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

AGREEMENT

THIS AGREEMENT, made and entered into this 24th day of October, 2016, 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.** Guest-Facilitator for Achievement Center WIN at East and Denfeld high schools and the Social Justice Club at East High School. The contractor will provide facilitated sessions that include College Expectations, Filling-out College Applications, First Generation College Transition Part 1 & Part 2, OneStop: Paying for College/Loan basics, Student Panel (First Gen/Student of Color).
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 hour-long session for its services and expenses in performing said obligations up to a sum not to exceed \$500.00 (Five-hundred and 0/100 dollars). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

reference in this Agreement.

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

Christopher Daryl 12/5/16
Contractor Signature SSN/ Tax Identification Number Date

CAL HARRIS EAST U.S. AC
Initiator - (Contact with questions) Date

William H. Honeg 10/25/16
Program Director Date

Philip Dany 11/16/16
Director of Curriculum and Instruction Date

Douglas A. Harker 12/12/16
Director of Business Service / Superintendent of Schools Date

AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of November, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Learning Institute for Excellence (LIFE)/Amos Tarfa - Founder and Director, 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 28th 2016, and shall remain in effect until June 30th, 2017, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** The contractor will provide services to students and staff within the Achievement Center Program at East and Denfeld high schools that include the following:

1. One-On-One Tutoring services
2. Summer Enrichment Programming in Academics
3. ACT/SAT Test Preparation
4. Small Group Tutoring Sessions
5. Holiday tutor Camp
6. Study skills workshops
7. Test Preparation Skills

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 of Workshops/Seminars at Duluth school sites for \$50.00/hour and \$25.00/session (2 hours) for after-school session services (One-on-One Tutoring, Small-Group Tutoring) provided at the LIFE sites up to a sum not to exceed (Two-thousand and 0/100dollars). 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 to: LIFE - Amos Tarfa, 4501 East Superior St, Duluth, MN 55804 phone: 218.464.0292.

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.



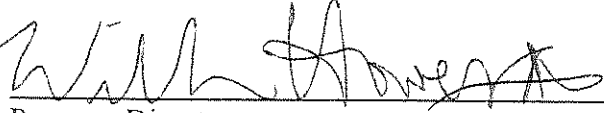
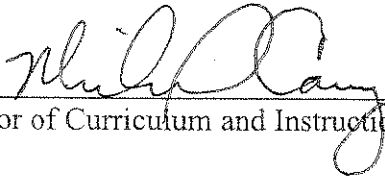

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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	12/6/2016 Date
 Initiator - (Contact with questions)		12-5-16 Date
 Program Director		10/25/16 Date
 Director of Curriculum and Instruction		12/2/16 Date
 Director of Business Services/ Superintendent of Schools		12/12/16 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of November 2016, 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 November 1st, 2016 and shall remain in effect until June 30th, 2017 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.

2. Performance.

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 2016-May 2017
8:30-12:30a.m. June 2017- July 2017

Program goals:

1. Improve academic and social achievement of 60+ Myers-Wilkins students through tutoring and enrichment activities employing well-trained, culturally competent staff.
2. Maintain clear, on-going communication between classroom teachers and after-school and summer staff to identify students' needs and goals.
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 2016-17 school year, or the end of summer program, 80% of the participating students will have reached their personal academic goals.
2. Within a month of beginning a program, 100% of the students who participate in the afterschool COMPASS program or summer school academic program will have an individual learning plan with clearly stated goals and outcomes.

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, leadership opportunities, 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 2016 approximately 60 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 qualified instructors 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 after-school 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.

The Director of Youth Services will be responsible for 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 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.

The MWCSC 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.

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 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. Summaries are available upon request in January 2016, June 2017, and August 2017.

3. Projected Budget:

Cost Item Description	Purpose	Outcome	Annual Cost 9/1/14-6/30/15
Family Liaison and program instructors	Provides direct teaching instruction within the COMPASS program and enrichment classes. Develops and Implements educational and social emotional curriculum. Collaborates 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.	Total Cost: \$6,560 Salary & taxes
Transportation:	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	Total Cost: \$9,600
Total Cost for 11/1/16 – 6/30/17			\$16,160

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 \$ 16,160. 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 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: Myers-Wilkins Community School Collaborative, 108 East 6th 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 41-2002724 11/1/16
Contractor SSN/ Tax Identification Number Date

Jennifer Eddy
Executive Director 11/1/16
Date 11/30/16

Eric C. Jablonie
School Principal 11/8/16
Date

Douglas C. Hester
Director of Business Service / Superintendent of Schools 12/1/2016
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of December, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Yoga North, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 9, 2017 and shall remain in effect until February 13, 2017, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Youth/Adult Yoga Instructional Class for up to 18 students and staff at Stowe Elementary school as an after-school program provided through the Integration Specialist Program. The contractor will provide 5 one-hour sessions at Stowe Elementary school.
3. **Background Check .** (Applies to contractors working independent with students)

N/A - Contractor will not be working independently with students. District staff will be present during all session.

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 \$75 per/session (one hour), up to a sum not to exceed \$375.00 (three-hundred seventy-five and 0/100). 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 Contractor will retain full ownership of the materials they have produced and utilize during the sessions provided. The District will only reproduce materials from these sessions with the permission of Yoga North and ensure that the Yoga North logo and information remain in tact.

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: Yoga North Duluth 4628 Pitt St. Duluth, MN 55804 Contact Jodi 218.722.9642

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.



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

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **December 14, 2016** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Creation Station** (hereafter referred to as the AGENCY) witnesses that:

WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in _____ 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, and up to 34 days.
 2. The AGENCY shall perform these services at: **2101 Trinity Rd. Duluth, MN 55811 .**
 3. The approximate date the service will begin is, **Jan. 9, 2017** and shall not extend beyond **June 1, 2017**; the contract not to exceed a total of **34 Days** (2 Days per Week) and a total cost up to **\$306.00** (\$3.00 per hour).
 4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
 5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. **Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15th of each month for the preceding month.**
-

ISD
709
6 **Duluth**
Public Schools

Page 2 - Contract for Purchase of Special Education Services

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

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

SIGNED:

Name of Agency

By
Authorized Agent

Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

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

Date 12/20/16

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

By *Joan Crane* 12/19/16
Director



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

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **December 14, 2016** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Creation Station** (hereafter referred to as the AGENCY) witnesses that:

WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in _____ 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, and up to 34 days.
 2. The AGENCY shall perform these services at: **2101 Trinity Rd. Duluth, MN 55811 .**
 3. The approximate date the service will begin is, **Jan. 9, 2017** and shall not extend beyond **June 1, 2017**; the contract not to exceed a total of **34 Days** (2 Days per Week) and a total cost up to **\$306.00** (\$3.00 per hour).
 4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
 5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. **Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15th of each month for the preceding month.**
-

ISD
709
Duluth
Public Schools

Page 2 - Contract for Purchase of Special Education Services

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

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

SIGNED:

Name of Agency

By
Authorized Agent

Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

Douglas C. Hansen
C.F.O. Executive Director of Business Services

Date 12/20/16

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

By *Jan Peone* 12/19/16
Director



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

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **November 29, 2016** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Little Treasures** (hereafter referred to as the AGENCY) witnesses that:

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

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

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:
Preschool programming for 3.5 hours a day, 3 day per week, and up to 60 days.
 2. The AGENCY shall perform these services at: **1533 W. Arrowhead Rd. Duluth, MN 55804.**
 3. The approximate date the service will begin is, **November 14, 2016** and shall not extend beyond **June 1, 2017**; the contract not to exceed a total of **60 Days** (3 Days per Week) and a total cost up to **\$2,425** (\$40 per day + \$25 registration fee).
 4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
 5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15th of each month for the preceding month.
-

ISD
709
Duluth
6 Public Schools

Page 2 - Contract for Purchase of Special Education Services

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

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

SIGNED:

Name of Agency

By
Authorized Agent

Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

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

Date 12/20/16

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

By Jason Crane 12/19/16
Director

SPEECH THERAPY SERVICE CONTRACT

This Speech Therapy Service Contract ("**Agreement**") is made and entered into as of the 5th day of December 2016, ("**Execution Date**") by and between Duluth Public Schools ISD 709 ("**School**") and Speech Partners, LLC a Minnesota limited liability company ("**Provider**").

AGREEMENT

In consideration of the mutual covenants and obligations of this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **TERM.** The term of this Agreement shall commence on December 5, in the 2016/2017 school year and shall terminate on the last day of the 2016/2017 school year ("**Term**"). The term of this Agreement shall also include any Extended School Year services provided at the request of the School.
2. **AGREEMENT TERMS.** All services rendered by the Provider shall be rendered in a competent, efficient, and satisfactory manner and in strict accordance with currently approved methods and practices of the Provider's profession. The parties agree that the Provider shall be an independent contractor and not the School's employee.
3. **PROVIDER'S QUALIFICATIONS.** All services provided by the Provider shall be performed by a Minnesota Board of Teaching licensed Speech-Language Pathologist ("**SLP**") holding a Certificate of Clinical Competence ("**CCC**") with ASHA Certification. All SLPs shall provide the School with any required qualification documentation upon request of the School.
4. **SERVICES OF PROVIDER.** Services shall include Speech-Language Pathology furnished in accordance with the plan of treatment/IEP. SLPs shall utilize best efforts to:
 - a. Provide appropriate speech therapy services on a regular basis according to IEP specifications using the telepractice service model.
 - b. Provide appropriate documentation required by the School.
 - c. Develop and follow the IEP for the student's communication deficits or work with appropriate School staff to adjust IEP to meet the student's needs.
 - d. Evaluate communication skills of students as requested.
 - e. Communicate regularly with appropriate staff via email or phone.
 - f. Participate in student's IEP meetings and appropriate conferences via computer or phone.
 - g. Re-schedule any missed sessions caused by the SLP. Missed sessions caused by the student/school may be re-scheduled if possible and will be billed at the regular rate.
5. **INSURANCE.** Provider shall maintain professional liability insurance coverage of at least \$1,000,000 per occurrence. A copy of the certificate of insurance evidencing such coverage is available upon request.

6. **CIVIL RIGHTS.** Provider agrees to comply with TITLE VI of the Civil Rights Act of 1964 and all requirements imposed by the Department of Health, Education and Welfare in the end that no person in the Unites States shall, on the ground of race, color, religion, or sex be excluded from the participation in services.

7. **CONFIDENTIALITY.** Provider shall keep all student information confidential, only discussing information with parents, teachers, or other involved professionals on a need to know basis. Any information and methods of service provided by the Provider to the School shall be kept confidential by the School and may not, without prior written consent of the Provider, be disclosed in any manner for any other purpose than performing its requirements under this Agreement. The terms of this Article shall survive for ~~one~~ (2) years following the termination of the Term.

+wo

8. **TECHNOLOGY.** SLPs shall provide and maintain their own technology to use the online speech therapy meeting room for the scheduled sessions. In the event that the SLP's technology is temporarily not functional, the SLP will contact the School and the School will not be charged for the scheduled sessions. All attempts will be made to re-schedule those missed sessions.

The School shall be responsible to provide and maintain its own technology in order to adequately use the online speech therapy meeting room. This includes a Microsoft Windows based PC with an adequately sized monitor, webcam, a headset, a back-up phone (speaker phone or headset), printer, and reliable high-speed internet with adequate bandwidth for telepractice. Any missed sessions (without 24 hour notice) due to the school's non-functional technology will be billed at the regular rate. Reasonable efforts will be made to re-schedule those missed sessions and will be billed at the regular rate.

The School shall give the Provider full-administrative access to its telepractice computer via a remote management software package that is provided by the Provider free of charge. The School shall allow internet access to online speech therapy resources through the telepractice computer's internet connection. The Provider agrees to restrict its use of the telepractice computer and its internet connection for the sole purpose of providing speech therapy services to the school.

9. **OTHER ACCOMODATIONS.** The School shall provide at its own expense, a "telepractice assistant" (usually a paraprofessional) to maintain the continuity of the telepractice services under the SLP's supervision and direction. The School shall also provide a quiet room that is adequate for telepractice speech therapy services.

10. **COMPENSATION.** Provider shall be compensated by the School for speech therapy services rendered at the request of the School at the rate of \$78.00 per hour. Speech therapy services include but are not limited to evaluation, direct time, indirect time, make-up sessions, preparation time, documentation time, meeting time, therapy-related communication, travel time and mileage if requested by the school.

All scheduled appointments require a minimum of 24 hour notice for cancellation in order to avoid being charged at the regular rate.

Provider shall provide bi-weekly billing statements of services rendered, which shall be paid no later than 14 days after billing statements are submitted to School District.

11. MISCELLANEOUS PROVISIONS.

a. Captions. The headings in this Agreement are for convenience of reference only and do not affect the interpretation of this Agreement.

b. Modification. This Agreement may not be altered, modified or amended except by an instrument in writing signed by each of the parties hereto.

c. Governing Law. The laws of the State of Minnesota shall govern the validity, construction and performance of this Agreement, to the extent not pre-empted by federal law. Any legal proceeding related to this Agreement shall be brought in Hennepin County, Minnesota.

d. Notices. All notices and other communications required or permitted under this Agreement shall be in writing, and provided to the other party either in person, by fax, or by certified mail.

e. Survival. Notwithstanding the termination of this Agreement, the terms of this Agreement which relate to periods, activities, obligations, rights or remedies of the parties upon or subsequent to such termination shall survive such termination and shall govern all rights, disputes, claims or causes of action arising out of or in any way related to this Agreement.

f. Attorney's Fees. If any action or proceeding is commenced by any party to enforce its rights under this Agreement or to collect damages as a result of the breach of any of the provisions of this Agreement, the prevailing party shall be entitled to recover all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and court costs, in addition to any other relief awarded by the court.

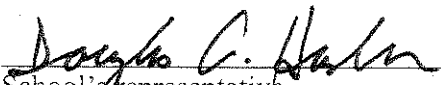
h. Severability/Enforcement. Should any provision of this Agreement be held illegal or unenforceable, the Agreement shall be construed as if not containing the invalid provision(s), and the Agreement shall be construed to give effect to the intent of the parties and shall be governed by the remaining portions or provisions governing the rights and obligations of the parties. A party's decision to refrain from enforcing a breach of any part of this Agreement (or a party's settlement of any claims for breach) will not prevent the party from enforcing the Agreement as to any other breach of this Agreement that the non-breaching party discovers and shall not operate as a waiver against any future enforcement of any part of this Agreement.

i. Rule of Construction. The parties acknowledge and agree that the normal rule of construction whereby ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

j. Entire Agreement. This Agreement contains the entire agreement of the parties relating to the subject matter hereof and, except as otherwise stated, supersedes any and all oral or written prior agreements and understandings with respect to such subject matter; the parties have made no agreements, representations, or warranties relating to the subject matter of this Agreement which are not set forth herein.

IN WITNESS WHEREOF, we the undersigned, duly authorized representatives of the parties to this Agreement herein above expressed, have entered into this Agreement and have read the terms herein.

Accepted by:

 on 12/12/16
School's representative

Provider on ____/____/____

Speech Partners, LLC
Tami Colombo MA, CCC-SLP
12082 Quail Ave N
Stillwater, MN 55082

Jackie Ward
Assistant Director
Duluth Public Schools ISD 709
215 N. 1st Avenue East
Duluth, MN 55802

Phone: 651-439-2207
Fax: 651-430-3171
tami@speechpartnersonline.com

Phone: 218-336-8700
email: jackie.ward@isd709.org