



1200 Kenwood Ave.
Duluth, MN 55811-4199
(218) 723-700 ~ 1-800447-5444
Fax (218) 733-2227

April 22, 2019

Michelle Porter
ISD 709 Area Learning Center H.S. / Academic Excellence Online
215 N. First Avenue East
Duluth, MN 55802

Dear Ms. Porter,

Thank you for choosing The College of St. Scholastica's Mitchell Auditorium as the site of your June 4, 2019 commencement at 6:30 PM. Set up time will tentatively be 12 – 1 PM in Storm's Den. The Auditorium will be available after 4 PM.

Your contract cost of \$700 includes:

Mitchell Auditorium use Storm's Den use
Mitchell staff support for event Technical Coordinator

Additional Requested services:

Piano use- no charge
Audio or video recording \$225
Copies of recording \$25 each
Table set up with linens \$22 each
Reserved section for graduates and administration
Interior signage from bus stop and parking lot to auditorium

If there are any questions regarding the charges or services, please call me at (218) 723-6631.

The Mitchell Auditorium and The College of St. Scholastica must review any use of the College's name, address or phone number in all types of your promotions. Please submit all proposed advertising copy and photos to me by mail or e-mail, including website promotions. The use of the College logo is not permitted without prior approval.

Please indicate your agreement to these conditions by signing this document and returning one copy by May 15, 2019 with a non-refundable deposit of \$200.

Sincerely,

Sue Maki
Director, Conference and Event Services

Cathleen Eber CFO

I accept the conditions as stated above.

04/24/19
Date

Michelle.Porter @ Isd709.org
E-mail address

01-211-005-000-201-137000

AGREEMENT

THIS AGREEMENT, made and entered into this 4 day of April, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Billy Mills, 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 or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of April 23, 2019 and shall remain in effect until April 26, 2019, 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 speak at Duluth Public Schools for presentation to students, staff and families.

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 \$6,000.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Edye Howes, 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 Billy Mill, 7760 Winding Way, Fair Oaks, CA 95628.

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.

<u>Billy Mills</u>		<u>4.8.19</u>
Contractor Signature	SSN/Tax ID Number	Date
<u>[Signature]</u>		<u>4-9-19</u>
Program Director		Date

Please note: All signatures *must* be obtained AND the following *must* be completed by Program Director before submission to the CFO for review and approval. This contract is funded by the following budget (include full 16 digit code):

01	605	005	320	340	130500
XX	XXX	XXX	XXX	XXX	XXXXXX

<u>Cathryn Elson</u>	<u>4-11-19</u>
CFO/Superintendent of Schools/Board Chair	Date

Billy Mills Speaker Bureau

Date: October 8, 2018

CONFIRMATION OF BOOKING TO:
American Indian Community Housing Org.

EVENT:
American Indian Awareness Month 2019

Attention:

Name: Ivy Vainio

Address: 202 W. 2nd St. Duluth, MN 55802

Phone: (218) 390-9931

Email: ivy.aicho@gmail.com

Billy Mills will travel from Sacramento, CA to Duluth, MN on April 23, 2019 and from Duluth, MN to Sacramento, CA on April 26, 2019.

Scope of work – Billy will be the guest speaker at the American Indian Awareness Month event on April 24th & 25th.
The following fee(s) will be associated with the event and will be included in the final invoice statement:

Speakers Fee:

- \$5,000.00

Expenses:

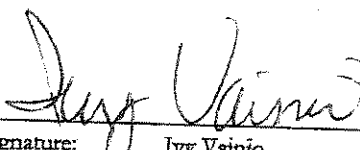
- Ground Transportation • IT / Sound
- Hotel
- Meals
- Airfare

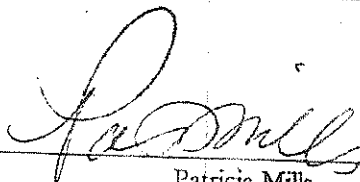
A/V Requirements

- Handheld Microphone or wireless microphone
- DVD Player with sound
- Large Screen
- Riser if possible (No podium)

Scope of Work

- April 24th & 25th – Billy Mills will be the guest speaker American Indian Awareness Month event.
- Q&A's to follow the presentation
- He will be available for photos, media autographs.


Signature: Ivy Vainio
Climate & Cultural Resiliency Coordinator
AICHO


Patricia Mills
Executive Director
Billy Mills Speaker Bureau

Billy Mills Speakers Bureau – 7760 Winding Way – Fair Oaks, CA 95628
(916)965-5738 – Fax 916)965-9317

Email: millsgold@aol.com – Website: www.billymills.org

AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of March, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Gary Logergren, 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 or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of March 29, 2019 and shall remain in effect until March 30, 2020, 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.** *Delivery of ISD 709 Community Education catalog to vendor rack locations in Duluth and surrounding area. Contractor to perform services aligning with the number of publications distributed throughout the year - presently three times (3x) per year.*

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 for its services and expenses in performing said obligations up to a sum not to exceed \$1800.00 per 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: ISD 709, Duluth Public Schools, Attn: Community Education and Services, 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 (mailing address with zip): Gary Logergren, 2340 Hoover Street, Duluth, 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.

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.

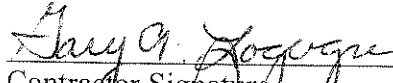

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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.

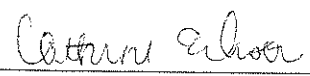
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under 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.

		4/8/19
Contractor Signature	SSN/Tax ID Number	Date
		4/8/19
Program Director		Date

Please note: All signatures *must* be obtained AND the following *must* be completed by Program Director before submission to the CFO for review and approval. This contract is funded by the following budget (include full 16 digit code):

04	505	005	321	000	130500
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CFO/Superintendent of Schools/Board Chair	4-9-19 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of April 2019 , by and between Independent School District #709, a public corporation, hereinafter called District, and Arlette Degrio, 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 April 10, 2019 , and shall remain in effect until May 25, 2019, 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.**
 - Complete and have on file mandated paperwork by MN Department of Health PRIOR to clinical: Mantoux; Fingerprinting; Background Studies
 - Be on-time at expected location
 - Work Independently with students and modify for student needs
 - Collect and maintain assigned student paperwork PRIOR to start of student clinical experience
 - Mantoux
 - Fingerprints
 - Background studies
 - Policies and Procedures
 - Health History
 - Communicable Disease Screening Form
 - Hepatitis B Refusal Form
 - Ability to observe and provide guidance to students with regards to expected skills in clinicals.

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 60 hours from Duluth Public Schools. Contractor will be paid at the rate of \$50.00 per hour for the amount not to exceed \$3000 Timesheets will be submitted per pay sheet attached. 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 timesheets 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

523 Basswood Ave
Duluth 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.

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 Workers' 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.

Onelle R. L. R. R. _____ 4/18/19
Contractor Signature SSN/ Tax Identification Number Date

[Signature] _____ 4/18/19
Program Director Date

[Signature] _____ 5-7-19
Director of Curriculum and Instruction Date

Catherine Elson _____ 4-24-19
Director of Business Service / Superintendent of Schools Date

Perkins
01.380.005.428.000.130500



2019-2020 Lake Superior College College in the Schools (Concurrent Enrollment) Agreement

PURPOSE

The Concurrent Enrollment or College in the Schools (CITS) program is available as part of the Post-Secondary Enrollment Option program. CITS allows high school students to earn both high school and college credit for classes offered through a high school and taught by a high school teacher.

This agreement, effective for the 2019-2020 academic year, provides high school students an opportunity to enroll in Lake Superior College courses through Concurrent Enrollment to create a seamless educational path. Lake Superior College will work cooperatively and in partnership with high school personnel and students to process registrations, validate course competencies, and transcribe grades.

COST

The cost to the high school is **\$2,500 per course per teacher**. If one teacher teaches multiple sections, it is one fee; if more than one teacher is assigned to separate sections of the same course, there is an additional fee of \$2,500.00 per teacher. The billing date for courses is November 1, 2019 with payment expected 30 days later. There is no cost to the student.

TRANSCRIPTS

LSC College in the Schools staff works with high school staff to verify class rosters and final grades each term for the enrolled students, and LSC will record final course grades on an official LSC transcript. Students may request an official transcript by following the steps found here: <http://www.lsc.edu/current-students/records-registration/transcripts/>.

STUDENT QUALIFICATIONS

Students must meet minimum requirements for PSEO enrollment. For more information, please see <http://www.minnstate.edu/admissions/pseo/>.

Classes must have at least 51% of the students taking the course for college credit. However, to help maintain the integrity of the class, schools should try to maintain as high a percentage of college-credit students as possible with 100% being ideal.

Eligibility:

- Seniors must rank in the top half of their class or have a 2.5 cumulative G.P.A.
- Juniors must rank in the top third of their high school class or have a 3.0 cumulative G.P.A.;
- Sophomores may enroll in specific Career and Technical Education (CTE) courses if they achieved the composite proficiency level of "meets" or "exceeds" on the 8th grade MCA reading test.
- Students must also meet the pre-requisites of individual courses, which may include Accuplacer scores, ACT scores, MCA scores, or prior college coursework.

INSTRUCTOR QUALIFICATIONS

High School instructors of CITS courses must meet the minimum qualifications set by the Minnesota State College Faculty Association and Minnesota State Colleges and Universities. Please refer to the following link: <http://www.minnstate.edu/system/asa/academicaffairs/cfc/index.html>

COLLABORATION REQUIREMENTS

Lake Superior College CITS Staff

- Process CITS registrations and send class lists to high school as soon as the registrations are complete.
- Adjust records for student in accordance with add/drop and withdrawal policies.
- Maintain registration, waiver, and grade records for all completed CITS classes.
- Work with each high school to ensure that CITS class lists are correct and that all grades are submitted and transcribed.
- Provide to CITS students and partners handbooks that include information on LSC's student conduct code, academic and student support services, registration policies, transcript requests, and more.

Lake Superior College Faculty Mentors:

- Collaborate with the high school CITS instructor to clarify approved college course outline and outcomes, to create a syllabus for each course, and to verify the syllabus meets college criteria.
- Extend invitations to CITS teachers to participate in appropriate campus-based faculty development activities.
- Meet regularly (face-to-face, email, telephone) with high school CITS instructor and monitor assignments, exams, projects, and instructional effectiveness to ensure course meets the learning outcomes in the LSC course outline.
- Make at least one visit per course and guest lecture if requested by the high school instructor.
- Provide current college text information, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school CITS teacher's use.
- Provide instructors who have taught the course previously with copies of new course outlines, new calendars, schedules, or other information as courses change.
- Create records of site visits and course evaluations per NACEP accreditation requirements.
- Support CITS instructors, giving additional time and attention to instructors new to the program.

High School Instructors, Administrators, and Staff:

- Abide by the policies and procedures (e.g. add/drop, withdraw, course alignment) detailed in the CITS handbooks available at www.lsc.edu/cits.
- Notify parents/students of CITS course offerings and student eligibility.
- To the extent possible, provide counseling services to students and their parents/guardian before students enroll in CITS courses to ensure awareness of risks and possible consequences of enrollment.
- Collaborate with LSC staff to administer Accuplacer test to potential CITS students and/or provide ACT scores to assure compliance with PSEO eligibility requirements.
- Ensure completion of LSC registration forms and verify class rosters.
- Assign final, whole letter grades to each student on the class rosters provided by LSC's CITS staff and share grades with LSC CITS staff for recording.
- Meet regularly (face-to-face, email, telephone) with LSC faculty mentor.
- Collaborate with LSC faculty to align course syllabi, assignments, grading, and assessments and ensure each course meets the LSC learning outcomes.
- Provide LSC CITS staff with a copy of each course's syllabus for transfer purposes.
- Ensure teachers of CITS courses comply with the Minnesota State credentialing policy.
- Assist LSC staff in administering course evaluations for each CITS course in keeping with NACEP accreditation requirements.
- Participate in professional development opportunities offered by LSC in keeping with NACEP accreditation requirements.

CONTRACTED COURSES

- Please pay close attention to designated terms of course offerings as LSC faculty mentor assignments must be made prior to start of terms. If marked terms are incorrect, please make corrections prior to signing and returning to LSC. For multiple terms, please indicate both terms with an X.
- Accurate course end dates help us appropriately schedule course evaluations. Please indicate an end date for each course listed.
- Changes/amendments to this contract must be made by August 1, 2019 for fall semester courses and December 1, 2019 for spring semester courses. The following courses will be covered under this Concurrent Enrollment agreement:

Cost: \$17,500 (7 x \$2,500)

The following courses will be covered under this Concurrent Enrollment agreement:

Course	Title	Credits	HS Instructor	LSC Faculty (tentative)	Indicate Offerings (x)				Course End Date
					Fall (Sept-Jan)	Spring (Jan-June)	All Year (Sept-June)		
*ALTH 1400	Intro to Allied Health (D&E)	2	Kimberly Olson	D. Dyer	X				
*ALTH 1410	Medical Terminology (D&E)	1	Kimberly Olson	D. Dyer	X				
*BIOL 1005	Intro to Cell Biology (E)	1	James Kyes	B. Bich			X		
*BIOL 1140	Human Anat & Phys (E)	4	James Kyes	B. Bich			X		
*BIOL 1005	Intro to Cell Biology (D)	1	Alison Wood	B. Bich			X		
*BIOL 1140	Human Anat & Phys (D)	4	Alison Wood	B. Bich			X		
MATH 1150	Pre-Calculus (E)	5	Peter Graves	TBD			X		
MATH 1150	Pre-Calculus (D)	5	Ed Lewis	TBD			X		
MATH 1150	Pre-Calculus (E)	5	Bill Garnett	TBD			X		
NUNA 1420	Nursing Ass/HHA (D&E)	4	Kimberly Olson	M. Slattengren		X			

*Proposed course, pending approval.

Duluth Public Schools

Therese Fitzgerald
High School Guidance Counselor and Distance

Sherry Sanchez
Principal

Michael Seymour
Superintendent or Assistant Superintendent

04/17/19

Date

*Note: Contract not valid until all signatures are obtained.

Kimberly Olson

CFO 04/18/19

Lake Superior College

Jenna Trenberth, College in the Schools Coordinator

Sherry Sanchez Tibbels, Interim Director of Admissions

Michael Seymour, VP Academic & Student Affairs

Date



2019-2020 Lake Superior College College in the Schools (Concurrent Enrollment) Agreement

PURPOSE

The Concurrent Enrollment or College in the Schools (CITS) program is available as part of the Post-Secondary Enrollment Option program. CITS allows high school students to earn both high school and college credit for classes offered through a high school and taught by a high school teacher.

This agreement, effective for the 2019-2020 academic year, provides high school students an opportunity to enroll in Lake Superior College courses through Concurrent Enrollment to create a seamless educational path. Lake Superior College will work cooperatively and in partnership with high school personnel and students to process registrations, validate course competencies, and transcribe grades.

COST

The cost to the high school is **\$2,500 per course per teacher**. If one teacher teaches multiple sections, it is one fee; if more than one teacher is assigned to separate sections of the same course, there is an additional fee of \$2,500.00 per teacher. The billing date for courses is November 1, 2019 with payment expected 30 days later. There is no cost to the student.

TRANSCRIPTS

LSC College in the Schools staff works with high school staff to verify class rosters and final grades each term for the enrolled students, and LSC will record final course grades on an official LSC transcript. Students may request an official transcript by following the steps found here: <http://www.lsc.edu/current-students/records-registration/transcripts/>.

STUDENT QUALIFICATIONS

Students must meet minimum requirements for PSEO enrollment. For more information, please see <http://www.minnstate.edu/admissions/pseo/>.

Classes must have at least 51% of the students taking the course for college credit. However, to help maintain the integrity of the class, schools should try to maintain as high a percentage of college-credit students as possible with 100% being ideal.

Eligibility:

- Seniors must rank in the top half of their class or have a 2.5 cumulative G.P.A.
- Juniors must rank in the top third of their high school class or have a 3.0 cumulative G.P.A.;
- Sophomores may enroll in specific Career and Technical Education (CTE) courses if they achieved the composite proficiency level of "meets" or "exceeds" on the 8th grade MCA reading test.
- Students must also meet the pre-requisites of individual courses, which may include Accuplacer scores, ACT scores, MCA scores, or prior college coursework.

INSTRUCTOR QUALIFICATIONS

High School instructors of CITS courses must meet the minimum qualifications set by the Minnesota State College Faculty Association and Minnesota State Colleges and Universities. Please refer to the following link: <http://www.minnstate.edu/system/asa/academicaffairs/cfc/index.html>

COLLABORATION REQUIREMENTS

Lake Superior College CITS Staff

- Process CITS registrations and send class lists to high school as soon as the registrations are complete.
- Adjust records for student in accordance with add/drop and withdrawal policies.
- Maintain registration, waiver, and grade records for all completed CITS classes.
- Work with each high school to ensure that CITS class lists are correct and that all grades are submitted and transcribed.
- Provide to CITS students and partners handbooks that include information on LSC's student conduct code, academic and student support services, registration policies, transcript requests, and more.

Lake Superior College Faculty Mentors:

- Collaborate with the high school CITS instructor to clarify approved college course outline and outcomes, to create a syllabus for each course, and to verify the syllabus meets college criteria.
- Extend invitations to CITS teachers to participate in appropriate campus-based faculty development activities.
- Meet regularly (face-to-face, email, telephone) with high school CITS instructor and monitor assignments, exams, projects, and instructional effectiveness to ensure course meets the learning outcomes in the LSC course outline.
- Make at least one visit per course and guest lecture if requested by the high school instructor.
- Provide current college text information, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school CITS teacher's use.
- Provide instructors who have taught the course previously with copies of new course outlines, new calendars, schedules, or other information as courses change.
- Create records of site visits and course evaluations per NACEP accreditation requirements.
- Support CITS instructors, giving additional time and attention to instructors new to the program.

High School Instructors, Administrators, and Staff:

- Abide by the policies and procedures (e.g. add/drop, withdraw, course alignment) detailed in the CITS handbooks available at www.lsc.edu/cits.
- Notify parents/students of CITS course offerings and student eligibility.
- To the extent possible, provide counseling services to students and their parents/guardian before students enroll in CITS courses to ensure awareness of risks and possible consequences of enrollment.
- Collaborate with LSC staff to administer Accuplacer test to potential CITS students and/or provide ACT scores to assure compliance with PSEO eligibility requirements.
- Ensure completion of LSC registration forms and verify class rosters.
- Assign final, whole letter grades to each student on the class rosters provided by LSC's CITS staff and share grades with LSC CITS staff for recording.
- Meet regularly (face-to-face, email, telephone) with LSC faculty mentor.
- Collaborate with LSC faculty to align course syllabi, assignments, grading, and assessments and ensure each course meets the LSC learning outcomes.
- Provide LSC CITS staff with a copy of each course's syllabus for transfer purposes.
- Ensure teachers of CITS courses comply with the Minnesota State credentialing policy.
- Assist LSC staff in administering course evaluations for each CITS course in keeping with NACEP accreditation requirements.
- Participate in professional development opportunities offered by LSC in keeping with NACEP accreditation requirements.

CONTRACTED COURSES

Cost: \$17,500 (7 x \$2,500)

- Please pay close attention to designated terms of course offerings as LSC faculty mentor assignments must be made prior to start of terms. If marked terms are incorrect, please make corrections prior to signing and returning to LSC. For multiple terms, please indicate both terms with an X.
- Accurate course end dates help us appropriately schedule course evaluations. Please indicate an end date for each course listed.
- Changes/amendments to this contract must be made by August 1, 2019 for fall semester courses and December 1, 2019 for spring semester courses. The following courses will be covered under this Concurrent Enrollment agreement:

Course	Title	Credits	HS Instructor	LSC Faculty (tentative)	Indicate Offerings (x)			Course End Date
					Fall (Sept- Jan.)	Spring (Jan-June)	All Year (Sept-June)	
*ALTH 1400	Intro to Allied Health (D&E)	2	Kimberly Olson	D. Dyer	X			
*ALTH 1410	Medical Terminology (D&E)	1	Kimberly Olson	D. Dyer	X			
*BIOL 1005	Intro to Cell Biology (E)	1	James Kyes	B. Bich			X	
*BIOL 1140	Human Anat & Phys (E)	4	James Kyes	B. Bich			X	
*BIOL 1005	Intro to Cell Biology (D)	1	Alison Wood	B. Bich			X	
*BIOL 1140	Human Anat & Phys (D)	4	Alison Wood	B. Bich			X	
MATH 1150	Pre-Calculus (E)	5	Peter Graves	TBD			X	
MATH 1150	Pre-Calculus (D)	5	Ed Lewis	TBD			X	
MATH 1150	Pre-Calculus (E)	5	Bill Garnett	TBD			X	
NUNA 1420	Nursing Asst/HHA (D&E)	4	Kimberly Olson	M. Slattengren		X		

*Proposed course, pending approval.

Duluth Public Schools

High School Guidance Counselor or Designee

[Signature]
Principal

Superintendent or Assistant Superintendent

04/17/19

Date

*Note: Contract not valid until all signatures are obtained.

[Signature]

CFO 04/18/19

Lake Superior College

Jenna Trenberth, College in the Schools Coordinator

Sherry Sanchez Tibbetts, Interim Director of Admissions

Michael Seymour, VP Academic & Student Affairs

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of October 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Community School Collaborative, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. Dates of Service. This Agreement shall be deemed to be effective as of October 1st, 2018 and shall remain in effect until June 30th, 2019 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

Schedule: Meets Monday - Thursdays
2:30 p.m. - 5:00 p.m. October 2018 - May 2019
8:30 a.m. - 12:30 p.m. June 2019 - July 2019

Program goals:

1. Improve academic and social achievement of 50+ Myers-Wilkins students through tutoring and enrichment activities employing well-trained staff and volunteers.
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, leadership and health/recreation activities in an after-school setting.
4. Foster positive relationships between school, home (parents) and community and increase parent involvement.

Outcomes for Participants:

1. By the end of the 2018-19 school year, or the end of summer program, 70% 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 2018 approximately 50 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, leadership, or health/recreation-based class. Each student enrolled in the COMPASS program will have an assigned family liaison and an Continuous 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 Youth program coordinator 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 Contractor 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 DCSC in partnership with Myers-Wilkins administrators.

The Contractor will be responsible for recruitment, training, support and compensation (through funds requested in this contract) of the project coordinators and contracted instructors. Contractor will also purchase supplies required for the program and 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 2019, June 2019, and September 2019.

3. Background Check. The section applies to contractors, or employees of contractors, that will be working one on one with students)

The District will require the Contractor to perform a background check through the Minnesota Bureau of Criminal Apprehension pursuant to Minnesota Statute 123B.03. The Contractor must maintain copies of the background check and provide results if requested by the District.

A background check will not be needed if a similar background check was run within the previous 12 months, or if an individual holds an initial entrance license issued by the state board of teaching or the commissioner of education within the previous 12 months.

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 \$24,000. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. Requests for Reimbursement. 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.

6. Projected Budget:

Cost Item Description	Purpose	Outcome	Annual Cost 10/1/18 - 6/30/19
Youth Program Coordinator, Family Liaison and program instructors	<p>Provides direct teaching instruction within the COMPASS program and enrichment classes.</p> <p>Develops and Implements educational and social emotional curriculum.</p> <p>Collaborates with teachers to develop ILP's and provide needed support for students.</p>	<p>Provide safe, nurturing and enriching experiences designed to help build students' academic, creative and life skills.</p>	Total Cost: \$18,000
Transportation:	<p>Provide Bussing for students during the school year and summer programs.</p> <p>Provide transportation for families for school events.</p>	<p>Maintain consistent attendance and provide equitable access for all students. Provide equitable access for all families to participate in events and school</p>	Total Cost: \$5,000
Supplies	<p>Supplies to support after-school and summer programming.</p>	<p>Provide safe, nurturing and enriching experiences designed to help build students' academic, creative and life skills.</p>	Total Cost: \$1,000
Total Cost for 10/1/18 – 6/30/19			\$24,000

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

8. 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.

9. 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.

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

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

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

11. Notices. All notices to be given by Contractor to District, shall be deemed to have been given by depositing the same in writing in the United States Mail care of Business Services, 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, 1027 North 8th Avenue East, Duluth, MN 55805 Attn: Kathy Bogen, Interim Administrator.

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

13. 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 (60) 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,

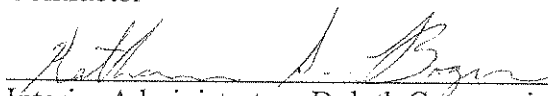
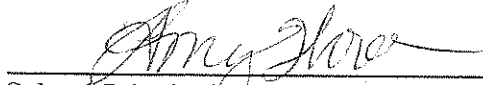
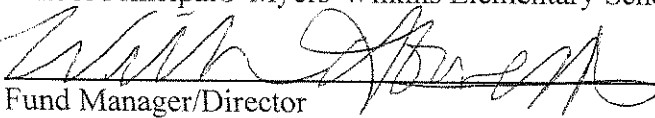
17. Insurance. (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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.

<u>Duluth Community School Collaborative</u>	41-2002724
Contractor	SSN/ Tax Identification Number
	4/03/2019
Interim Administrator- Duluth Community School Collaborative	Date
	4/2/19
School Principal- Myers-Wilkins Elementary School	Date
	4/3/19
Fund Manager/Director	Date

Please note: All signatures *must* be obtained AND the following *must* be completed by Program Director before submission to the CFO for review and Approval. This contract is funded by the following budget (include full 16 digit code):

01	203	540	313	324	130500
XX	XXX	XXX	XXX	XXX	XXXXXX

<u></u>	4-3-19
CFO, Director of Business Service	Date

PROJECT RECIPIENT AGREEMENT

As a condition of the Northland Foundation to **Duluth Public School – ECFE (Early Childhood Family Education)** in support of the **Child Care Mentoring**, the undersigned agrees:

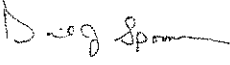
1. To use the funds only for the designated purpose as described in the funding notification letter dated **April 9, 2019**, and to notify the Northland Foundation of, and obtain its consent to, any substantial deviations from said project application.
2. To maintain its books and records to show, and separately account for, the funds received under this grant, and to maintain adequate records of expenditures to identify the purposes for which grant funds have been expended.
4. To repay to the Northland Foundation any portion of the funding which is not used for the purposes specified herein or in the grant application.
5. To not use the funds for any purpose prohibited by law, and to immediately notify the Northland Foundation of any lawsuit or any proceedings before any federal, state, or local administrative agency, which may be initiated against it.
6. To submit progress reports to the Northland Foundation, detailing activities and progress in accomplishing the objectives of the project, as well as all expenditures made in administration of the project, as requested by the Northland Foundation staff.
7. Upon completion of the period for which funds were expected, to submit a detailed final report of the activities carried out under the project, a final expenditures report, and an evaluation of what has been accomplished by the project.
8. That the total amount of this project, or any payment thereof, may be discontinued, modified or withheld at any time when, in the judgment of the Northland Foundation, such action is necessary to comply with requirements of the law.

ISD 709 ECFE
Name of Organization or Fiscal Agent

Cathryn Elson
Authorized by Organization CFD
(Administrator, Officer, Board Chair, Superintendent)

04/15/19
Date

Memorandum

To: Cathy Erickson, CFO/Executive Director of Business Services
From: Dave Spooner 
Date: April 2, 2019
Re: Testing Services – PSS Track Reconstruction Project
School Board Approved LTFM FY-20 Project

Attached please find two copies of the Agreement between Independent School District #709 and Braun Intertec Corporation to provide testing services for the PSS Track Reconstruction Project. The total cost of this work is estimated to be \$5,020.00. This work is necessary to meet current construction code requirements.

Recommendation:

I am recommended that the Cathy Erickson, CFO/Executive Director of Business Services enter into an agreement with Braun Intertec Corporation to perform the work scope as defined in the attached Agreement in the estimated amount of \$5020.00.

Enclosures

AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of April 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Braun Intertec Corporation, 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 April 1, 2019, and remain in effect until September 30, 2019 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.** Perform all work as referenced in Proposal QTB094207 for Testing and Inspection Services related to Public School Stadium Track Replacement Project for an estimated amount of \$5020.00. Actual cost will be based on actual hours or units to meet the requirements of the project documents.

Total Contract award amount is estimated at \$5020.00.

This Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
 2. Contractor's response;
 3. Contractor's Insurance Policy;
 4. Any other documents identified by District.
3. **Background Check.** N/A
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 in the amount of approximately \$5020.00 based on Contractor Proposal QTB094207

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 receiving all reports, if required, and 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 David J. Spooner, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail care of Braun Intertec Corporation, 4511 West First Street, Suite 4, Duluth MN 55807.

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. These 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 vendor requirements apply to this Contract, 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.** 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 listed as the certificate holder and 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 \$1,500,000.

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

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

District Employee

Cathy Erickson

Position

CFO/Executive Director of Business Services

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

District Employee

David Spooner

Position

Manager of Facilities

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

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised of any other facts or opinions regarding that work.


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

24. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between the district and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of the District, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of the District.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for the District courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

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



Braum Intertec Corp. Signature

41-1684205

SSN/Tax ID No.

4/10/2019

Date

D. J. [Signature]

4-15-19

Program Director

Date

Please note: All signatures *must* be obtained AND the following *must* be completed by Program Director before submission to the CFO for review and approval. This contract is funded by the following budget:

05	865	215	384	000	130500

Cathryn [Signature]

4-15-19

CFO/Executive Director of Business Services

Date



Braun Intertec Corporation
4511 West First Street, Suite 4
Duluth, MN 55807

Phone: 218.624.4967
Fax: 218.624.0196
Web: braunintertec.com

February 20, 2019

Proposal QTB094207

Mr. David Spooner
ISD #709
215 North First Avenue East
Duluth, MN 55802

Re: Proposal for Testing Services
Public School Stadium Track Reconstruction
401 North 44th Avenue West
Duluth, Minnesota

Dear Mr. Spooner:

Braun Intertec Corporation is pleased to submit this proposal to provide testing services for Public School Stadium Track Replacement Project in Duluth, Minnesota

We have completed the geotechnical evaluation, so we have a unique understanding of the site and construction challenges. We can aid the construction team by applying this experience and transferring our knowledge developed during the design phase which will provide professional continuity to the construction. Our work on the project to date gives us familiarity with the project team and design development which allows us to understand some of the considerations used when developing the projects design.

Our office is located approximately 1 block from the site, minimizing travel times and trip expenses. This proximity also provides the opportunity to quickly mobilize to the site when unforeseen needs arise.

Our Understanding of Project

We understand this project will include the replacement of the existing running track. The replacement will include the removal of the bituminous running track surface, the underlying aggregate base will be stockpiled and the subgrade shaped. The stockpiled aggregate base and any additional aggregate base will be placed on the subgrade and then bituminous pavement will be placed.

Available Information

This proposal was prepared based on our Geotechnical Evaluation Report B1812060, dated January 2, 2019 and discussions with Mr. Trent Prigge of Northland Consulting Engineers.

Project Approach and Staff Qualifications

Construction Materials Testing

Qualified technicians working under the direction of a professional engineer will provide the services. Experience and certification information is available upon request once we are provided with schedule information. Soil technicians are certified to use a nuclear gauge for soil density testing, so test results can be determined on site and evaluated once the required laboratory testing is completed. Field test results will be verbally reported daily to the general contractor on site, with written field and laboratory reports distributed shortly after.

Scope of Services

Services are performed under the direction of a licensed professional engineer, on a periodic basis, depending on the construction schedule and when they are requested by the general contractor. After reviewing available information to determine compliance with project plans and/or specifications, other design or construction documents, and applicable ASTM and other industry standards, our scope of services for the project will be limited to the tasks defined below.

Soil Related Services

- Provide test-roll observations of the pavement subgrade soils layer to determine if the materials tested are capable of supporting bituminous pavement.
- Perform laboratory mechanical analyses (gradations) of prospective aggregate base materials.
- Perform laboratory Proctor tests to determine the maximum Proctor dry densities and optimum moisture contents of prospective fill materials.
- Observe the placement and compaction of fill.

- Test compacted fill placed below pavements to determine if the relative compaction was achieved.

Paving Related Services

- Measure the temperature of the bituminous pavement at initial laydown and during rolling for compliance with the project documents.
- Obtain sample cores, provided by the contractor, of the compacted bituminous pavement for thickness and density measurements.
- Perform extraction and extracted aggregate gradation tests on bituminous samples.
- Perform laboratory density tests on bulk samples of bituminous mixes for mix design evaluation.

Engineering Consulting and Project Communication and Reporting Services

- Provide engineering consulting services, review test results and observations reports, and prepare required final reports.
- Management, including scheduling of our field personnel and communication with the contractor, owner, building official, and design team.
- Transmit results to the project team on weekly basis to the contractor, owner, building official, fabricators and design team.

Cost

We will furnish the services described in this proposal for an estimated fee of **\$5,020**. A tabulation showing hourly and unit rates associated with our proposed scope of services is attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal work hours will be invoiced using an overtime rate factor. The

factor for services provided outside our normal work hours or on Saturday will be 1.25 times the normal hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the normal hourly rate for the service provided. We have not included premiums for overtime; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and material basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. Invoices for our services will be based on the actual number of hours provided for the project and the units tested. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed.** If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal including the attached General Conditions.

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact David Morrison at 218.624.4967 (dmorrison@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Davie E. Morrison, PE
Project Engineer



Joseph C. Butler, PE
Principal/Senior Engineer

Attachments:
Cost Estimate Table
General Conditions – CMT (1/1/18)

The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

ISD 709

Authorizer's Firm

Catherine Erickson

Authorizer's Signature

Catherine A. Erickson

Authorizer's Name (please print or type)

CFO

Authorizer's Title

02/16/19

Date

Client:

Independent School District #709
David Spooner
215 North First Avenue East
Duluth, MN 55802
(218) 723-4139

Work Site Address:

401 N 44th Ave W
Duluth, MN

Service Description:

Construction Materials Testing

	Description	Quantity	Units	Unit Price	Extension
Phase 1	Construction and Materials Testing				
Activity 1.1	Pavement Observations & Testing				\$1,770.00
209	Sample pick-up	6.00	Hour	70.00	\$420.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Sample Pick-up	4.00	Trips	1.50	6.00
1530	Asphalt Content (ASTM D 2172/6307), per sample	2.00	Each	150.00	\$300.00
1542	Thickness and density of pavement core (ASTM D 2726)	6.00	Each	50.00	\$300.00
1568	Gyratory gravity (AASHTO T312), per sample	2.00	Each	180.00	\$360.00
1532	Extracted aggregate gradation (ASTM D 5444), per sample	2.00	Each	100.00	\$200.00
1861	CMT Trip Charge	4.00	Each	10.00	\$40.00
1528	Rice specific gravity (ASTM D 2041), per sample	2.00	Each	75.00	\$150.00
Activity 1.2	Soil Observations and Testing				\$2,550.00
207	Compaction Testing - Nuclear	8.00	Hour	80.00	\$640.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	CT Testing	4.00	Trips	2.00	8.00
1318	Standard Proctor Test(ASTM D 698)	4.00	Each	165.00	\$660.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Existing Aggregate Base	2.00	Sample	1.00	2.00
	Imported Aggregate Base	2.00	Sample	1.00	2.00
1308	Nuclear moisture-density meter charge, per hour	8.00	Each	15.00	\$120.00
209	Sample pick-up	1.00	Hour	70.00	\$70.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Sample Pick-up	2.00	Trips	0.50	1.00
1162	Sieve analysis with 200 wash (ASTM C 136 and C 117), per sample	4.00	Each	125.00	\$500.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Existing Aggregate Base	2.00	Samples	1.00	2.00
	Imported Aggregate Base	2.00	Samples	1.00	2.00
211	Proofroll Observations	6.00	Hour	80.00	\$480.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Observation	2.00	Trips	3.00	6.00
1861	CMT Trip Charge	8.00	Each	10.00	\$80.00
Activity 1.3	Project Management				\$700.00
238	Project Assistant	2.00	Hour	70.00	\$140.00
226	Project Manager	4.00	Hour	140.00	\$560.00
	Phase 1 Total:				\$5,020.00

Proposal Total:	\$5,020.00
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General Conditions

Construction Material Testing and Special Inspections

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and

further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 If we notify you that radiographic or gamma ray equipment or other nuclear testing or measuring device will be used, you will be responsible for the cooperation of your employees and your contractors in observing all radiation safety standards.

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 The time our field personnel spend on the job site depends upon the scheduling of the work we are observing or testing. You agree that any changes in scheduling may result in additional

costs and agree to pay for those services at the rates listed in our cost estimate.

3.6 You agree to include us as an indemnified party in your contracts, if any, for work by others on the project, protecting us to the same degree as you are protected. You agree to list us as an Additional Insured under your liability insurance policies and to require subrogation be waived against us and that we will be added as an Additional Insured on all policies of insurance, including any policies required of your contractors or subcontractors, covering any construction or development activities to be performed on the project site.

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report(s) in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is

creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of

business opportunity, loss of profit or revenue, loss of product or output, or business interruption.

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.

6.5 You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

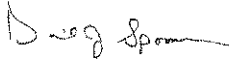
8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.

MEMORANDUM

To: Cathy Erickson
CFO/Executive Director of Business Services

From: Dave Spooner 
Manager of Facilities

Date: April 2, 2019

Re: QUOTE #4318 – Ordean East MS Pool Cleaning and Maintenance – LTFM Ten-Year Plan - FY20 Board Approved Project

The above reference quote was solicited from three vendors according to statute and School Board Policy. Two (2) vendor submitted quotes for QUOTE #4318 – Ordean East MS Pool Cleaning and Maintenance. The attached Quote Tab reflects the quotes received related to the scope of work.

Recommendation:

It is recommended that the CFO/Executive Director of Business Services approve entering into an agreement with Horizon Commercial Pool Supply based on their Quote #20190226ORD99 to acid wash the pool in the amount of \$8,758.00, to replace filter media in the amount of \$14,948.00, to replace main drain covers in the amount of \$885.00, to replace bulbs and lens gaskets in the amount of \$385.00 for a total estimated amount of \$24,976.00. If you concur, please sign all three (3) copies and return to the Facilities Management office for processing.

Enclosures

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of April 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Horizon Commercial Pool Supply, 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 July 26, 2019, and shall remain in effect until August 11, 2019 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.** Perform all work as referenced in Quote #4318 for Maintenance and Cleaning of the Pool at Ordean East Middle School. Contractor Quote #20190226ORD99 to acid wash pool in the amount of \$8,758.00; to replace filter media as specified in the amount of \$14,948.00 includes 10 laterals to be replaced or left on site for future replacement; to replace main drain covers in the amount of \$885.00; to replace two bulbs and lens gaskets in the amount of \$385.00; to be performed starting July 26, 2019 and completed by August 11, 2019.

Total Contract award amount is estimated at \$24,976.00. The final amount will be based on the need for additional laterals in the amount of \$44.95 per lateral; additional bulbs in the amount of \$26.95 per bulb; additional lens gaskets in the amount of \$41.95 per lens gasket.

This Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
 2. Contractor's response;
 3. Contractor's Insurance Policy;
 4. Asbestos Containing Materials Acknowledgment Form; and
 4. Any other documents identified by District.
3. **Background Check.** N/A
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 in the amount of approximately \$24,976.00 based on Contractor Quote #20190226ORD99 - if completed in the defined time frame above and the replacement of lateral parts, bulbs and lens gaskets if necessary.

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:

CP

- 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 David J. Spooner, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail care of Horizon Commercial Pool Supply, 4444 Round Lake Rd W, Arden Hills, MN 55112.

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 vendor requirements apply to this Contract, 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.** 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 listed as the certificate holder and 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 \$1,500,000.

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

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

<u>District Employee</u>	<u>Position</u>
Cathy Erickson	CFO/Executive Director of Business Services

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

<u>District Employee</u>	<u>Position</u>
David Spooner	Manager of Facilities

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

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

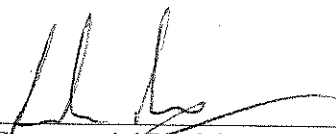
In all respects, the Contractor shall represent the interests of the District and act to protect those interests and endeavor to guard the District against defects, deficiencies and omissions in the performance of the work.

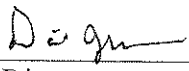
24. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between the district and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of the District, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of the District.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for the District courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

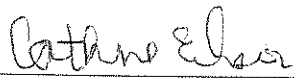
AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.


Horizon Commercial Pool Supply Signature SSN/Tax ID No. Date
41-1743611 4-1-19


Program Director Date
4-8-19

Please note: All signatures *must* be obtained AND the following *must* be completed by Program Director before submission to the CFO for review and approval. This contract is funded by the following budget:

		Varies By Site Receiving Services			
05	865	335	380	000	152000


CFO/Executive Director of Business Services Date
4-11-19



WOLF RIDGESM

ENVIRONMENTAL LEARNING CENTER

Program Contract

School Groups

Heather Kemp	heather.kemp@isd709.org
Lakewood Elementary 5207 North Tischer Rd, Duluth MN 55804	Is the Coordinator's name correct? If not, please correct below: New Coordinator name: Email Address:
Deposit: You have made a reservation to stay for February 3, 2020 - February 5, 2020 with 60 participants. To hold your reservation we require a deposit of \$900.00. This contract is valid for 30 days after receipt.	
Cancellation Policy: Cancellations require 60 days' notice prior to your scheduled arrival date to receive a full deposit refund. *Notify us immediately if you need to cancel this reservation.	

By signing below, I agree to the terms listed above:

Printed Name: Heather Kemp	Title: 5th grade teacher
Signed Name: Heather Kemp	Date: 4/17/19
Billing Contact: Sandra Benson Billing email address: sandra.benson@isd709.org	Billing Address: 5207 N. Tischer Rd Duluth, MN 55804
Cardholders Name: <input type="checkbox"/> same as billing contact	Cardholders address: <input type="checkbox"/> same as billing address
Credit Card #	Exp Date: CVV:
If unable to pay at this time, when can we expect your deposit?	please send an invoice so we can send a check. Thank you!

Catherine Erickson

Catherine Erickson, CFO

Return to: 6282 Cranberry Rd - Finland, MN 55603 or fax to: 218-353-7762

Today's Date: February 6, 2019



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 trains@northshorescenicrailroad.org

2019 RAIL 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 Pat Isbell, patricia.isbell@isd709.org, 218-336-8875

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: **Duluth Depot.**

On Thursday, **May 23rd, 2019 at 8:30am** 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 **Coach seating for 150** 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 **130 people** and will be finalized by date 10 business days prior to excursion dates.

Schedule of the train: 8:30am Get on train in Lakeside and ride to Depot - Winnie poo in playhouse, then walk to Bayfront/GLA, TRAIN PICKUP AT PLAYFRONT PARK AT 12:45pm – Return before 1:30

FEES

The Chartering Party agrees to pay the total sum of **\$300**. This cost includes a **roundtrip** excursion to **Lakeside neighborhood / 52 Ave East.**

DEPOSIT & PAYMENTS

A signed copy of this contract must be returned within 30 days of its issue, with a \$50 non-refundable booking fee, put towards the total listed above. A deposit of **\$150** (1/2 total costs) is due within 1 month of the scheduled 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.

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. There can be no more than 10 payment transactions

CANCELLATION & REFUNDS

The Chartering Party must cancel the reserved excursion at least 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. If a damage deposit is required, it 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. The \$50 booking fee, is a non-refundable fee applied to the total expenses.

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 Operator's 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 all Policies of the Operator, including Alcohol Policies, 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. Passengers are subject to search 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 personnel to be hired.

In the event that the Chartering Party causes a delay to the operation of a scheduled train, without having given Operator adequate prior notice of such delay, Operator shall have the sole right to assess a penalty fee of \$900 for any delay in excess of 20 minutes to a scheduled train departure. Further penalties may be assessed depending upon additional delay, per 20 minute period. Chartering Party shall have passengers available for boarding not less than 10 minutes prior to scheduled train departure. Any such penalty shall be paid by the Chartering Party within 5 days of the operating date

Cathy Erickson
 CHARTERING PARTY AGENT signature

Cathy Erickson, CFO
 CHARTERING PARTY AGENT print name

Date: 04/09/18

Josh Miller
 NORTH SHORE SCENIC RAILROAD AGENT

Josh Miller, Station Manager
 NSSR AGENT print name

Date: 4/2/2019

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



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 trains@northshorescenicrailroad.org

2019 RAIL CHARTER CONTRACT

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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.

On **June 3rd, 2019 at 10:30am** 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. Planned excursion schedule: **pickup from 54th Avenue East with a 10:30am departure, followed by a return trip to 54th at 1pm from the Duluth Depot.**

The total number of passengers is estimated to be **100 students and 10 chaperones** and will be finalized by date 10 business days prior to excursion dates.

FEES

The Chartering Party agrees to pay the total sum of **\$5 per person, with 1 free chaperone per 10 students.** Estimated total is: \$500 and may vary depending on final numbers due 10 days prior.

This cost includes a **roundtrip** excursion from 54th Ave East to Duluth Depot, and back.

DEPOSIT & PAYMENTS

A signed copy of this contract must be returned within 30 days of its issue, with a \$50 non-refundable booking fee, put towards the total listed above. A deposit of **\$250** (1/2 total costs) is due within 1 month of the scheduled 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.

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. There can be no more than 10 payment transactions

CANCELLATION & REFUNDS

The Chartering Party must cancel the reserved excursion at least 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. If a damage deposit is required, it 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. The \$50 booking fee, is a non-refundable fee applied to the total expenses.

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 Operator's 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.

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Catherine Erickson
 CHARTERING PARTY AGENT signature
Catherine A Erickson, CFO
 CHARTERING PARTY AGENT print name

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

Date: 4-29-19

Date: 4/25/2019

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

Pa = SAF

AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of March, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Stephan Witherspoon, 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 or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of April 17, 2019 and shall remain in effect until April 17, 2019, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Contractor will provide a keynote address to Denfeld High School seniors on their "Adulting Day" providing his specific insight to post-high school life. The payment will include any work done in preparing the presentation, the presentation itself, and any follow up with specificity to this presentation.

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 \$250.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: William Howes, Office of Education Equity, 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 Stephan Witherspoon, 1827 Logan Ave., Superior, WI 54880 phone: 218.310.3987.

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.

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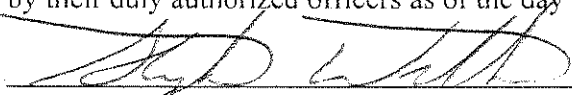

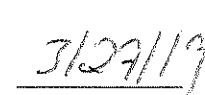
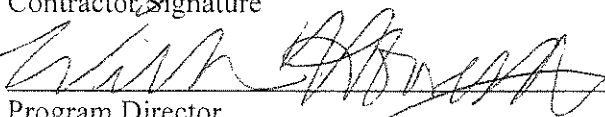
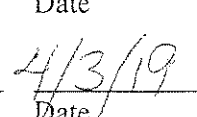
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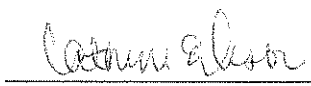
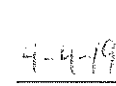
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under 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 ID Number	Date
		
Program Director		Date

Please note: All signatures *must* be obtained AND the following *must* be completed by Program Director before submission to the CFO for review and approval. This contract is funded by the following budget (include full 16 digit code):

01	605	005	313	311	130500
XX	XXX	XXX	XXX	XXX	XXXXXX

	
CFO/Superintendent of Schools/Board Chair	Date



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 **January 11, 2019** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Congdon Creek Preschool** (hereafter referred to as the AGENCY) witnesses that:

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

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

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services: Preschool programming for 2 hours (120 minutes) every T & Th. 2 days per week, and up to 65 days.
 2. The AGENCY shall perform these services at: **2310 E 4th St, Duluth.**
 3. The approximate date the service will begin is, **September 17, 2018** and shall not extend beyond **May 30, 2019**; the contract not to exceed a total of **65 Days** (2 Days per Week) and a total cost up to **\$1710.00.** (\$180.00 per month + Application Fee of \$50.00 + One time Activity Fee \$40.00)
 4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
 5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. **Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15th of each month for the preceding month.**
-



Page 2 - Contract for Purchase of Special Education Services

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

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

SIGNED:

Name of Agency

By _____
Authorized Agent

Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

A handwritten signature in cursive script, appearing to read "C.F.O. Executive Director of Business Services".

C.F.O. Executive Director of Business Services

4-15-19

Date

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

By _____
Director

Date



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

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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 7 hours (420 minutes) from 9-4:00 every T, Th, 2 days per week, and up to 65 days.
 2. The AGENCY shall perform these services at: **2310 E 4th St, Duluth.**
 3. The approximate date the service will begin is, **September 17, 2018** and shall not extend beyond **May 30, 2019**; the contract not to exceed a total of **65 Days** (2 Days per Week) and a total cost up to **\$2340.00** (\$260.00 per month)
 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.
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Page 2 - Contract for Purchase of Special Education Services

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SIGNED:

Name of Agency

By _____
Authorized Agent

Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota



C.F.O. Executive Director of Business Services

4-15-19

Date

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

By _____
Director

Date

St. Louis County Public Health & Human Services Department Agreement

St. Louis County (County), 320 West 2nd St., Duluth, MN 55802, and Independent School District #709 (Provider), 215 N 1st Ave E, Duluth, MN 55802, agree as follows:

1. DUTIES OF ST. LOUIS COUNTY

Payment for services purchased shall be made at the completion of delivery of services. Reimbursement for expenses incurred by the provider will be made within a reasonable time upon receipt of and in accordance with the ST. LOUIS COUNTY PUBLIC HEALTH & HUMAN SERVICES DEPARTMENT.

Agreement Amount:

- 1.1 Funding for substitute teachers to cover up to 30 staff attending *Farm to School Garden Food Safety Training* provided by University of MN Extension has been awarded to St. Louis County as fiscal agent by the *Lloyd K. Johnson Foundation*.
- 1.2 Cost of a half-day substitute is \$73.12; \$146.25 for a full day (will vary depending on staff attending.)
- 1.3 The maximum amount to be paid to Provider under this Agreement shall not exceed \$2,000.

1.2 Youth Garden Food-Safety project outcomes:

- 1.2.1 Development of GAPs trainings and food safety plan workshops that are tailored to the unique needs of school and youth-oriented gardens in Minnesota and include CEU options for teachers.
- 1.2.2 Creation of draft toolkit materials that incorporate best practices based on GAPs and the Produce Safety Rule. Materials to include tailored Food Safety Plan and recordkeeping templates; fact sheets with easy-to-follow food safety checklists on topics such as harvest and sampling protocol, water testing, equipment cleaning and sanitizing; train-the-trainer materials for facilitators to use when training youth and/or volunteers on food safety; signs and posters or other materials as indicated by needs assessment results.
- 1.2.3 Increased statewide & Duluth-based knowledge of school/youth garden food safety protocols and increased implementation of GAPs among youth-focused garden programs. Knowledge and behavior change will be measured using evaluations at trainings and follow-up surveys.
- 1.2.4 Creation of a network of collaborators for current and future food safety projects.

1.3 Coding:

- 1.3.1 Fund 230, Agency 233999, Obj 545158, Grant23333, Project 99999999, Grant Year 2019.

2. DATES OF SERVICE

March 1, 2019 – February 29, 2020

3. DUTIES OF PROVIDER

Provider agrees to provide the following instructional activities and services:

- 3.1 Administrative overhead costs not covered by alternate funding.

4. DATA PRIVACY AND LIABILITY

- 4.1 Confidentiality: The use or disclosure by any party or of any private information concerning a client in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the County's or the Provider's responsibility with respect to these services is prohibited without the written consent of the client or responsible parent or guardian.

5. INDEPENDENT CONTRACTOR

- 5.1 That at all times and for all purposes hereunder, Provider will be an independent Provider and is not an employee of the County for any purpose. No statement contained in this Agreement will be construed so as to find Provider to be an employee of the County, and Provider will not be entitled to any of the rights, privileges, or benefits of employees of the County, including, but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims;
- 5.2 Provider acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Provider and that it is Provider's sole obligation to comply with the applicable provisions of all federal and state tax laws;
- 5.3 Provider shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein;
- 5.4 Provider is responsible for hiring sufficient workers to perform the services/duties required by this Agreement, withholding their taxes, and paying all other employment tax obligations on their behalf.

6. AUTHORIZED AGENTS FOR THE PURPOSES OF THIS AGREEMENT

<u>St. Louis County Authorized Agent:</u> Name: Amy Westbrook Title: Director, Public Health	<u>Provider Authorized Agent:</u> Name: Jeff Horton Title: Assistant Superintendent
Address: 320 West Second Street, Room 6E Duluth, MN 55802-1495	Address: Independent School District (ISD) #709, 215 N 1st Ave E, Duluth, MN 55802
Phone: 218-726-2097	Phone: 218- 336-8752

7. CANCELLATION

This contract may be canceled by either party with or without cause, upon thirty (30) days written notice to the other party.

8. ASSIGNMENT

The parties hereto shall not assign or transfer any rights or obligations under this contract without the prior written approval of the other party.

Lloyd K. Johnson

F O U N D A T I O N

February 27, 2019

St. Louis County Public Health
Amy Westrbrook, Public Health Division Director
320 West Second Street
Duluth, Minnesota 55802

EXECUTIVE DIRECTOR
Joan E. Gardner-Goodno

BOARD OF DIRECTORS
Mark Smithson
President/CEO
Bill Hansen
Vice President
Scott Harrison
Treasurer/CFO
Darryl E. Coons
Ruth Ann Eaton
Susan Michels
Stephen Surbaugh

Dear Amy:

The Board of the Lloyd K. Johnson Foundation is pleased to inform you that a grant to St. Louis County Public Health in the amount of \$2,000 has been approved to support the Farm to School Garden Food Safety Training.

In order to receive the grant funding, please review and sign the attached agreement and return the signed agreement to the: Lloyd K. Johnson Foundation 130 West Superior Street, Suite 710 Duluth, Minnesota 55802. A check will be mailed to your organization shortly after we receive the signed grant agreement.

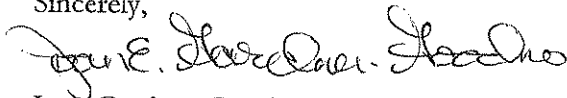
Please note that these grant funds must be used substantially in accordance with the budget included with your grant application and that no substantial changes in the budget or the grant period may be made without prior written approval from the Foundation. Any funds not used for the purposes stated in the approved grant application or any unspent funds must be returned to the Foundation.

A condition of the grant agreement is that you submit a Final Report to the Foundation which includes a narrative of the progress made towards the goals described in the grant application as well as a final report of expenditures made from grant funds. A reminder e-mail that your Final Report is due will be sent to you one month prior to the due date, and a blue hyperlink will appear on your grant application online homepage under the "requirements" tab for you to complete and submit.

We request that in any publicity given this grant, acknowledgement be made that the funds were received from the Lloyd K. Johnson Foundation. Please enclose copies of any publicity with your Final Report as an attachment.

Congratulations on receiving funding from the Lloyd K. Johnson Foundation! If you have any additional questions, please feel free to contact me at 218.726.9000.

Sincerely,



Joan Gardner-Goodno
Executive Director
Lloyd K. Johnson Foundation
igardner@lloydjohnsonfoundation.org

CC: Rence Willemsen, Farm to School Coordinator

Lloyd K. Johnson Foundation
~Grant Agreement~

ORGANIZATION: St. Louis County Public Health

AMOUNT: \$2,000

PURPOSE: Farm to School Garden Food Safety Training

GRANT PERIOD: 4/1/2019 - 6/15/2019

1. Use of Grant Funds: You may use grants funds only as described in the approved grant application. Any significant deviation from the approved itemized budget must be approved by the Foundation prior to expenditure. Any unspent funds must be returned to the Foundation.
2. Payment of Grant Funds: The grant funds will be paid by the Foundation after receipt of the signed grant agreement according to the following schedule of payment(s): **One payment of \$2,000.**
3. Certification and Maintenance of Exempt Organization Status: You certify that you have been determined by the Internal Revenue Service to be a tax-exempt organization under Section 501 (c)(3) of the Code, and “not a private foundation”, within the meaning of Code Section 509 (a), or in the absence of such a determination, that you are a state or any political subdivision thereof within the meaning of Code Section 170 (c)(1) (referred to hereafter as a “Public Charity”). You will immediately inform the Foundation of any change in or challenge to your status as a Public Charity. Furthermore, you hereby affirm that this grant will not cause you to fail to qualify as a Public Charity. You will comply with the provisions of the Code and the regulation applicable to you where such violation materially affects your ability to carry out the goals of the grant.
4. Interim Reports: In addition to a Final Report, the Foundation may require an Interim Report(s) regarding expenditures, records and progress of the grant project. Failure to provide an Interim Report indicating satisfactory progress towards defined grant outcomes may result in the Foundation withholding payment(s) until interim goals have been achieved.
5. Final Report: On or before **8/31/2019** you will make a final report to the Foundation with respect to all expenditures made from such grant funds (including salaries, travel and supplies) and indicate the progress made towards the goals of the grant.
6. Records: You will maintain your books and records in such a manner that the receipts and expenditures of the grant funds will be shown separately on such books and records in an easily checked form. You will keep records of receipts and expenditures of grant funds as well as copies of the reports submitted to the Foundation and supporting documentation for at least four (4) years after the completion of the use of the grant funds, and will make such books, records and supporting documentation available to the Foundation for inspection at reasonable times from the time of your acceptance of this grant through such period.


7. Acknowledgement of Support: All publicity- publications, press releases, brochures, videotapes, and other public relations materials or communication dealing with the activities and achievement of the work of the grant shall acknowledge the Foundation's support.
8. Violation of Terms; Change of Status: In the case of any violations by you of the terms and conditions of the grant, including but not limited to not executing the work of the grant in substantial compliance with the proposal, or in the event of any change in or challenge by the Internal Revenue Service of your status as a Public Charity, the Foundation reserves the right in its absolute discretion to terminate the grant. The Foundation's determination will be final and will be binding and conclusive upon you. If an Interim Report has been requested and the report is not received in a timely manner, the Foundation may withhold payment until the outstanding report is received, and may terminate the grant if any such report is not received within a reasonable time (no more than sixty [60] days) following the date on which it was due.
9. Termination: Upon termination of this grant for any reason, the Foundation will withhold any further payments of grant funds and you will repay to the Foundation any portion of the grant funds that were not spent for the grant period.
10. Future Funding: You acknowledge that the Foundation and its representatives have made no actual or implied promise of funding except for the amounts specified by this agreement. If any of the grant funds are returned or if the grant is rescinded, you acknowledge that the Foundation will have no further obligation to you in connection with this grant as a result of return or rescission. However, the foregoing is not intended to prohibit the Foundation from providing you an additional grant at the termination of the grant described in this agreement upon the submission of a new proposal, if the Foundation in its sole discretion determines that an additional grant is appropriate.
11. Modification: This agreement sets forth all terms of the grant and replaces all prior understandings and agreements. Any modification or amendment will be made only in writing signed by an authorized officer of your organization and of the Foundation.
12. Applicable Law: This agreement will be construed in accordance with the laws of the State of Minnesota.

Lloyd K. Johnson Foundation



Date: 2/27/2019

Accepted by:


 Name: _____
 Linnea B. Mirsch
 Title: Director, St. Louis County
 Public Health & Human Services Department Date: 3.6.19