

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 1 day of July, 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and Jostens, 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 here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2023 and shall remain in effect until June 30, 2024, 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.** RFP-312 Annual Yearbook Denfeld High School per specifications and the response provided to the RFP.

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

1. Printed Memoranda of Agreement and Title Sheet;
2. Advertisement for Bids, Quotes, RFP's, Contractor's response, and Tabulation;
3. Contractors Insurance Policy;
4. Supplementary Conditions and Insurance Requirements; and
5. Any other documents identified by ISD 709.

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 will receive a 15% net commission rate.

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

4. **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.

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

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

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

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

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

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

**9. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn:Simone Zunich, Exec. Dir. of Finance & Business Services , 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

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) Beth Johnson, Jostens, 629 N 43rd Ave E, Duluth, 55804.

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

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

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

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

14. **Cancellation.** Per RFP-312 specifications.

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

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

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

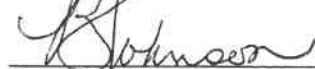
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

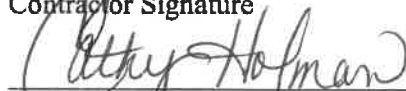
**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

**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

41-1998066  
SSN/Tax ID Number

3/28/2023  
Date

  
Program Director

3/28/23  
Date

  
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

3.28.23  
Date

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 1 day of July, 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and Jostens, 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 here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2023 and shall remain in effect until June 30, 2024, 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.** RFP-313 Annual Yearbook East High School per specifications and the response provided to the RFP.

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

1. Printed Memoranda of Agreement and Title Sheet;
2. Advertisement for Bids, Quotes, RFP's, Contractor's response, and Tabulation;
3. Contractors Insurance Policy;
4. Supplementary Conditions and Insurance Requirements; and
5. Any other documents identified by ISD 709.

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 will receive a 15% net commission rate.

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

4. **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.

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

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

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

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

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

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

**9. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn:Simone Zunich, Exec. Dir. of Finance & Business Services , 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

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) Beth Johnson, Jostens, 629 N 43rd Ave E, Duluth, 55804.

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

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

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

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

**14. Cancellation.** Per RFP-313 specifications.

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

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

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

**Workers' Compensation Insurance:** Contractor must provide 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.

**18. Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

**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>B. Johnson</u>	<u>41-1998066</u>	<u>3/28/2023</u>
Contractor Signature	SSN/Tax ID Number	Date
<u>Cathy Holman</u>		<u>3/28/23</u>
Program Director		Date

<u>Ernie Zulich</u>	<u>3.28.23</u>
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date





## MEMORANDUM OF UNDERSTANDING

WHEREAS, **SOAR Career Solutions (SOAR)** and **Building Strong Communities (BSC)** have come together to implement – Northern Minnesota Highway Heavy Construction Training Program, funded by Minnesota Department of Transportation (MnDOT).

WHEREAS the partners listed below have agreed to enter into a collaborative agreement; and

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative; and

### I) Description of Partner Agencies

**SOAR** is a 501(c)3 organization based in Duluth, MN whose mission is to inspire personal transformation through career development. SOAR provides innovative programming that moves people to sustainable employment, contributing to a prosperous community. Comprehensive, relationship-based services allow clients to achieve goals of overcoming barriers, integrating into the community and obtaining education and/or getting a job. SOAR was founded in 1980 as Project SOAR of NE MN and changed its name in 2005. Since inception, over 12,000 individuals have received services.

**DAE** offers educational opportunities for adults to prepare for their GED or adult diploma, transition into college, prepare for job training, increase English language skills and increase computer literacy and basic reading, writing and math skills.

**BSC** is a multi-trade apprenticeship preparatory program that will prepare you for a career in the construction industry. This program offers individuals the opportunity to receive Union endorsed training, exposure and a “foot in the door” to a career in the trades. Program graduate will have an opportunity to interview with participating Construction trade Unions and Contractors.

### II) Purpose and Scope:

**SOAR** will partner with **BSC** to provide support services and Northern Minnesota Highway Heavy Construction training program to increase the pool of qualified minorities, women and disadvantaged individuals in the highway heavy construction industry.

#### Success Measures:

- 45 interested in highway heavy construction training
- 35 complete intake and eligibility screening
- 35 meet with employment specialist and complete work readiness workshops
- 20 enroll into BSC coursework
- 15 enroll into Hands on training
- 12 enroll into an apprenticeship/obtain employment



### **III) Roles and Responsibilities**

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

#### **SOAR will:**

- Serve as the grant lead and coordinate training logistics in partnership with BSC staff.
- Develop and implement marketing strategies to recruit women, minority, and otherwise disadvantaged individuals to the highway heavy construction industry.
- Perform screening to ensure applicants have the interest, necessary foundational skills, and meet the entrance criteria to be successful in the highway heavy construction industry before enrollment.
- Provide highway heavy construction orientation to applicants and their support systems to ensure they understand the industry expectations, work conditions and seasonal nature of the highway heavy construction industry.
- Provide work readiness skills training to help participants adapt to the workplace culture.
- Provide case management and support services for participants through the duration of the training program.
- Provide employment placement to graduates for up to six month following program completion.
- Provide progress report(s), course evaluations, and all necessary forms on a quarterly basis and a final report upon program completion.
- Communicate any course or student concerns to BSC in a timely manner.
- Provide program invoices with backup documentation monthly to MnDOT.

#### **Duluth Adult Education will:**

- Regularly participate in project planning and oversight meetings;
- Coordinate with SOAR and BSC to provide educational and social support to participants;
- Proctor pre-post CASAS math and reading assessments;
- Provide 25 hours of contextualized instruction to increase participant's skills in construction-related math and reading;
- Communicate with SOAR staff about participant progress; and
- Submit reports and invoices to SOAR in accordance with MnDOT deadlines.

#### **Building Strong Communities will:**

- Participate in Building Trades/Construction training planning and implementation meetings;
- Provide MC3 Curriculum instruction to participants;
- Provide OSHA 10 training;
- Coordinate hands-on experiences in building trades that have an identified workforce need;
- Engage and invite employers to do mock interviews, meet participants and provide information on working in the field;
- Communicate/coordinate with SOAR about participant progress, needs and successes; and
- Submit reports and invoices to SOAR in accordance with MnDOT deadlines.
- Provide highway heavy construction training for up to eight students.
- Communicate any course or student concerns to SOAR in a timely manner.



- Submit invoices and backup documentation to SOAR's finance director.

#### IV) Timeline

Highway Heavy Construction Training Program: March 16, 2023 – December 29, 2024.

#### V) Financial involvement/commitment:

Payment to partner agencies is contingent upon receipt of funding from MnDOT's Northern Minnesota Highway Heavy Construction Training Program.

#### Maximum payment made between (March 16, 2023 -December 29, 2024):

Duluth Adult Education: \$5,032

Building Strong Communities: \$42,200

---

Please send invoices via email or USPS no later than December 29, 2024. Ann Miller, Finance Director,  
[amiller@soarcareers.org](mailto:amiller@soarcareers.org)

or

SOAR Career Solutions

Attn: Ann Miller

205 W. 2<sup>nd</sup> Street, Suite 101

Duluth, MN 55802

#### VI) Signatures

SOAR and BSC agree to collaborate and provide services as detailed above in Section III to participants of the Northern Minnesota Highway Heavy Construction Training Program.

DocuSigned by:  
BY: Emily Edison DATE: 3/16/2023  
489F33A90FF4448...

Emily Edison, Executive Director, SOAR Career Solutions

DocuSigned by:  
BY: Rick Martagon DATE: 3/20/2023  
4ED1E32019B64D6...

Rick Martagon, Executive Director, Building Strong Communities

DocuSigned by:  
BY: Simone Zurich DATE: 3/23/2023  
E8A9815784864D6...

Simone Zurich, Executive Director of Business Services and Finance Manager, ISD709



## 2022-2023 Yearbook Sales Agreement

Agreement Valid Through: 2022-2023

**Account:** Homecroft Elementary School

**LID #:** 35710

**Phone #:** 218-336-8865

**Address:** 4784 Howard Gnesen Road, Duluth, Minnesota, 55803-1226

**Enrollment:** 391

**Adviser Name:** Tom Cawcutt

**Adviser Email:**  
thomas.cawcutt@isd709.org

**Adviser Phone:** 218-336-8865

**Ship Yearbooks To:** Account

**Send Invoice To:** Account

## Yearbook Specification

**Size:** 7

**Number of Pages:** 20

**Number of Copies:**  
200

**Photographed By Lifetouch:** Yes

**Signing Info:** 5 Free Books

	School	Consumer
Yearbook Pricing Per Copy	\$ 9.98	\$ 15.00

## Yearbook Dates

**Requested Arrival Date:** 06/02/23

**Website Activation Date:** 03/16/23

**YB Pay Type:** Direct - Cash, Check and Online

**YB Pay Activation Date:** 03/31/23

**Cover Deadline:** 02/27/23

**Final Page Deadline:** 05/01/23

**Final Quantity Deadline:** 05/01/23

Cover and page deadlines will vary based on what enhancements are applied and based on the number of pages within your book. Exact deadline dates will be reflected on the Lifetouch Yearbook website dashboard upon enrollment.

## Cover and Binding Type

	School	Consumer
<b>Cover Type:</b> Soft Cover	\$ 0.00	\$ 0.00
<b>Binding Type:</b> Saddle Stitch	\$ 0.00	\$ 0.00
<b>Cover Design:</b> Predesigned	\$ 0.00	\$ 0.00

## Cover Personalization

	School	Consumer
<b>Printed School Name &amp; Year:</b> Printed School Name	\$ 0.00	\$ 0.00

## Consumer Enhancements

School	Consumer
--------	----------

## Shipping and Handling

	Price
<b>Shipping &amp; Handling Model</b>	Actual Cost
<b>*Estimated School Total w Ship &amp; Handling</b>	\$ 0.00
<b>Per Copy (Including Shipping &amp; Handling)</b>	\$ 1996.00
<b>Deposit Rate</b>	\$ 9.98
	50 %

\* School Price excludes any applicable taxes. Lifetouch will apply all applicable transaction taxes on the final invoice. If tax exempt, please supply official documentation. Changes to the estimated total will be documented for approval prior to finalization.

## Signatures

The School, by its authorized representative, designates Shutterfly Lifetouch, LLC (Lifetouch) as the School's yearbook publisher for the Agreement years and authorizes and directs Lifetouch to print the materials as specified during the terms of this Agreement. This Agreement is subjected to the terms and conditions in this document.

## Lifetouch Representative (Signature)

DocuSigned by:  
  
 250FE04B6EEE46A...

## Lifetouch Representative


Peter Markham

## Date

3/13/2023

Email Address: peter.markham@lifetouch.com

## Authorized School Representative (Signature)

DocuSigned by:  
  
 5ED350711AEC43E...

## Authorized School Representative

Tom Cawcutt

## Date

3/14/2023

## Terms of Publication Agreement

**THIS PUBLICATION AGREEMENT** includes the Terms on the front and back of this form and cannot be changed except in writing, signed by the School and Shutterfly Lifetouch, LLC. ("Lifetouch")

**LIFETOUGH** will provide materials in the form of yearbook kits, layouts, envelopes, instructions and a production schedule for the programs selected to enable the School to prepare its yearbook for printing. The School agrees to prepare and submit all materials, including photographs, graphics and clip art in accordance with the instructions and deadline schedules.

**INTERNET-BASED APPLICATION:** Some of the Lifetouch products and services are provided through an Internet-based application ("Application"). By selecting an Application, the School authorizes Lifetouch to transmit information, including images, to and from the School and Lifetouch, its affiliated companies, their employees, agents and representatives. The School agrees to comply with the security features of the Application and to protect and control access to the Application, including without limitation, user access credentials.

**EMAIL COMMUNICATIONS:** Many yearbook communications between Lifetouch and the School will be by email. The Yearbook Adviser email address designated on the front of this Agreement, or such other email address as provided by the School, will be an agreed communication address and communication method. The School agrees to regularly monitor and keep secure the email address and advise Lifetouch promptly of any changes.

**PHOTOGRAPHS AND GRAPHICS:** Lifetouch reserves the right to crop photographs, graphics, clip art and other materials as deemed necessary by Lifetouch and is not liable for their loss or damage. Lifetouch will make a reasonable effort to return original materials but does not guarantee their return.

**PROOFS:** So that production will not be delayed, the School agrees to check proofs and return them in the envelope provided or approved via the Web site within 48 hours after receipt. Delay in returning proofs will delay delivery of the yearbooks.

**DELIVERY:** For on-time delivery, Lifetouch must receive the materials for the correct pages (including cover selection and final order quantity) on or before the deadline dates indicated on the front of this Agreement as may be updated via the Web site. Lifetouch is excused from meeting the requested ship date if pages are not in the plant by the specified deadline date. Handwork in the book or on the cover will require the final deadline to be one week earlier. Books will be shipped to the School.

**ADDITIONAL CHARGE ITEMS:** The School agrees to pay for artwork provided by Lifetouch, corrective work on School material and non-standard composition or layout. All artwork and custom design work provided by Lifetouch, including any embossing or debossing dies and designs developed at the School's expense, are provided to the School on a nonexclusive basis, and Lifetouch retains all copyrights therein. Charges will be discussed with a School Representative and appear on the final invoice.

**END USER BOOK SALES:** As a convenience to the School, Lifetouch may collect payments from end users (parents and students) on the school's behalf. In all cases, the Seller of the yearbook to end users is the School or associated School organization, not Lifetouch. Sales tax may or may not apply depending on applicable state and local laws. The School is solely responsible for collecting and remitting any taxes applicable to yearbook sales to end users.

**PAYMENT PLAN:** The School is the purchaser of the books. The School agrees to pre-sell all books. The School agrees to pay a minimum deposit per the Deposit Rate indicated in the Agreement Details above by the time final pages are submitted to Lifetouch's plant. A deposit notice will be sent at the later of on or about October 1 or 30 days after this Agreement has been signed. The deposit must be remitted to Shutterfly Lifetouch, LLC, Accounts Receivable, P.O. Box 46993, Eden Prairie, MN 55344-9728. A final invoice will be sent to the School approximately three days after book shipment. Full payment is due (to above address) within 10 days after books are received at the School. The School agrees to pay a 1% monthly service fee for late payment.

**PAYING BY CHECK:** When the School pays by check, the School authorizes Lifetouch to process the payment as a check transaction, or to use information from the check to make a one-time electronic fund transfer from the School's checking account. Funds may be withdrawn from the account on the day Lifetouch receives payment, and the financial institution will not return the check. A service fee may be charged on returned checks.

**THE SCHOOL** grants to Lifetouch and its related companies permission to reproduce, distribute and otherwise use reproductions of the School's materials, including without limitation the cover design and production materials, in sales and promotional literature and as samples, without compensation to the School.

**MISC:** Lifetouch may assign its rights and obligations hereunder. This Agreement binds and benefits the parties and their respective successors and assigns.

**LIFETOUGH** reserves the right to refuse to print any material, which in its opinion is tortious, illegal or violates any copyright or proprietary rights. Lifetouch assumes no obligation for reviewing or editing materials submitted by or on behalf of the School.

**THE SCHOOL** is responsible for the content of the book and materials submitted to Lifetouch for printing. Upon request, the School agrees to obtain such authorizations as considered necessary by Lifetouch. The School releases Lifetouch and, to the extent permitted by applicable law, will indemnify and hold harmless Lifetouch, its affiliated companies, employees, agents and representatives from any and all claims, demands, actions, losses, costs, expenses and reasonable attorney fees arising out of or in connection with the printing of any materials submitted by the School, its faculty, administrators, students, employees, representatives, agents or breach of the School's obligations for Applications.

**CANCELLATION:** This Agreement is not subjected to cancellation by either party during the term of this Agreement except by written consent of both the School and Lifetouch.

**NEITHER PARTY** is liable for delays or losses as a result of strikes, accidents, government restrictions, acts of God, acts of war, or other causes beyond its control, and such delays will not constitute a breach of contract.

**Remit Payment To:**  
Shutterfly Lifetouch, LLC  
Accounts Receivable  
PO Box 46993  
Eden Prairie, MN 55344-9728

**Yearbook Adviser Support**  
Email: [yearbookadvisersupport@lifetouch.com](mailto:yearbookadvisersupport@lifetouch.com)  
Phone: 1.800.736.4761

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 15th day of February, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Lincoln Park Children and Families 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:** *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of February 15, 2023 and shall remain in effect until June 30, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

### **I. BACKGROUND AND INTENT**

This Agreement is between Independent School District #709 and Lincoln Park Children and Families Collaborative hereinafter referred to as LPCFC.

WHEREAS, the sole purpose of this Agreement is to encourage cooperation between LPCFC and the District and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, LPCFC desires to collaborate with the District to provide yoga classes to students at Lincoln Park Middle School (LPMS) and Denfeld High School (Denfeld).

WHEREAS, LPCFC and the District have a shared vision to provide opportunities for students to engage in activities that promote health and well-being.

WHEREAS, the District recognizes that the independently owned and operated LPCFC has independent funding and staff available to provide yoga classes to students at LPMS and Denfeld.

WHEREAS, the District would like to collaborate with LPCFC to offer yoga classes for students during or after school.



THEREFORE, LPCFC and the District agree that it is in the best interest of students attending LPMS and Denfeld to enter into an understanding

## **II. ROLES AND RESPONSIBILITIES**

### **Roles of LPCFC, LPMS, and Denfeld**

It is understood that LPCFC and District staff must work together as a team to effectively meet the needs of LPMS and Denfeld students. Both parties are to communicate any cause or concern, pertaining to any and all items that affect the overall success of the Agreement, in a timely manner. However, the parties to this Agreement understand their separate and distinct responsibilities.

#### **Role of LPCFC**

1. LPCFC will provide onsite yoga classes at LPMS and Denfeld on regularly scheduled days and regularly scheduled times.
2. LPCFC will be responsible for recruiting, hiring, training, and supervising qualified professionals to deliver the services offered by the organization.
3. Students will participate in yoga classes in a group setting with up to 20 students. Yoga classes will be held in an appropriate space for these activities. Classes will be provided according to the school schedule and as planned in coordination with school staff.
4. LPCFC staff will participate in team meetings with school personnel as needed for planning and debriefing. These meetings will be scheduled according to the school schedule and in consultation with school staff.
5. LPCFC staff will periodically meet with identified school staff responsible for the coordination of services in order to plan a system of service delivery and review the working relationship in order to address any concerns or conflicts and to promote an active partnership taking into consideration the needs of LPCFC and the District.
6. LPCFC will maintain appropriate professional liability insurance.
7. LPCFC is considering administering a simple survey if allowable.

#### **Role of Lincoln Park Middle School and Denfeld**

1. LPMS and Denfeld staff will schedule and coordinate periodic meetings with LPCFC staff to plan service delivery and review the working relationship to address any concerns and promote an active partnership.
2. LPMS and Denfeld staff will assist in coordinating activities and promoting to students
3. LPMS and Denfeld will provide a staff member to host the session with LPCFC staff in an appropriate space for yoga classes to be held.
4. LPMS and Denfeld will communicate with students and parents and/or guardians to inform them of activities.
5. LPMS and Denfeld staff will track and share student attendance (names/numbers of students participating each day with LPCFC staff for grant reporting purposes. No additional data will be collected or released.
6. LPMS and Denfeld staff will collect student information necessary for grant reporting and will share the information with staff to meet grant reporting requirements.

**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.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

**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 \$0 hourly and \$0 in total.

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: Brett Mensing, Business Services, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

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)

---

**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.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District’s website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

**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.

J Broadwell <sup>LPCFC</sup> 27-4990487 3-27-23  
 Contractor Signature SSN/Tax ID Number Date

\_\_\_\_\_  
 Program Director Date

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

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

**Please check the appropriate line below:**

\_\_\_\_\_ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

☒ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Ernie Zulich 3.28.23  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date