

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 3rd day of October, 2019 by and between Independent School District #709, a public corporation, hereinafter called District, and Philip Savage, 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 October 25, 2019 and shall remain in effect until June 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.** The Contractor will teach Duluth Public School students the uses, harvesting process of birchbark as a Cultural Art integration project.
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 \$1,5000 (one thousand five hundred) \$300 (three hundred)/ per day/session 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 Washington, Coordinator of American Indian Education, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (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.

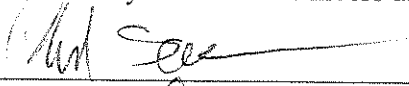
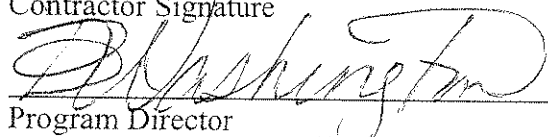
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

**Workers' Compensation Insurance:** Contractor must provide 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>10-4-19</u>
Contractor Signature	SSN/Tax ID Number	Date
		<u>10-8-19</u>
Program Director		Date



## AGREEMENT

**THIS AGREEMENT**, made and entered into this **4<sup>th</sup> day of October , 2019** , by and between Independent School District #709, a public corporation, hereinafter called District, and **First Witness Child Advocacy Center**, 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 4, 2019** and shall remain in effect until **June 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.** Safe and Strong Child© (Classroom Presentations and Staff/Parent Education)

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.

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 **\$5,000.00 (five thousand dollars and no cents)** 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.

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- 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.

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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 **First Witness Child Advocacy Center, 4 West 5<sup>th</sup> Street, Duluth, MN 55806.**

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

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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.

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.

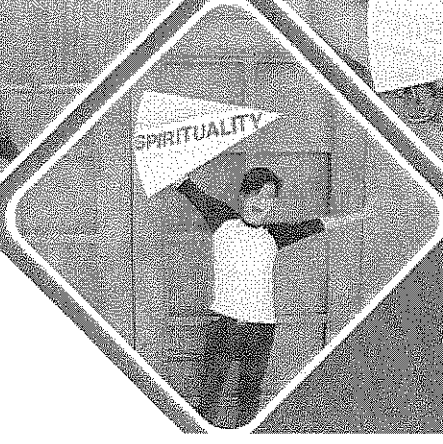
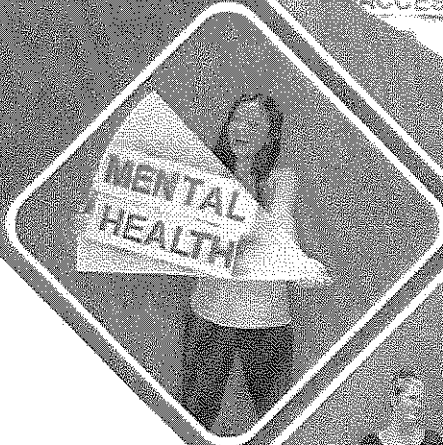


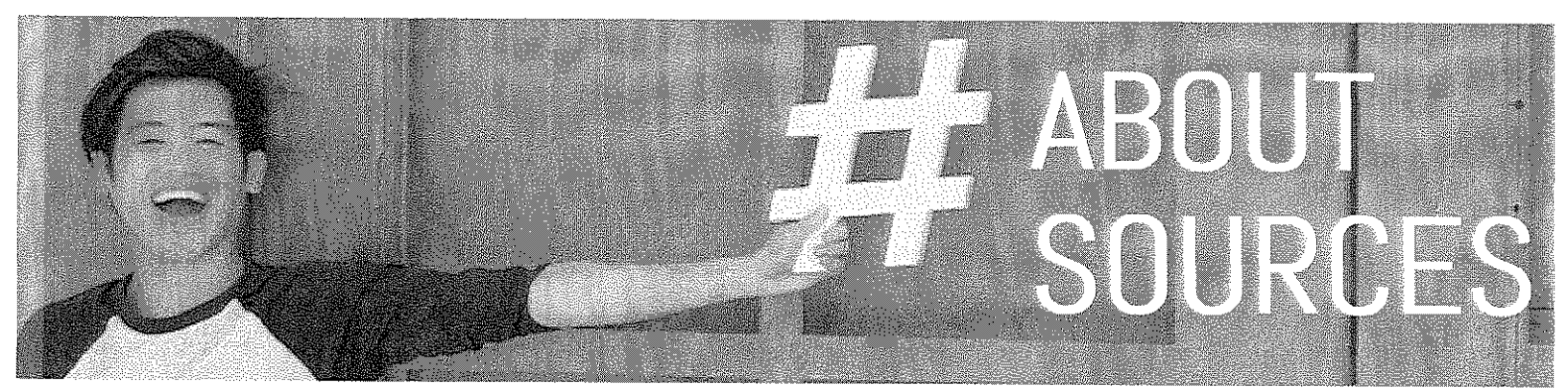


# SOURCES OF STRENGTH

Year Two MOA

Duluth Public Schools





## What is Sources of Strength?

Sources of Strength is a best practice youth suicide prevention project designed to harness the power of peer social networks to change unhealthy norms and culture, ultimately preventing suicide, bullying, and substance abuse. The mission of Sources of Strength is to prevent suicide by increasing help seeking behaviors and promoting connections between peers and caring adults. Sources of Strength moves beyond a singular focus on risk factors by utilizing an upstream approach for youth suicide prevention. This upstream model strengthens multiple sources of support (protective factors) around young individuals so that when times get hard they have strengths to rely on.

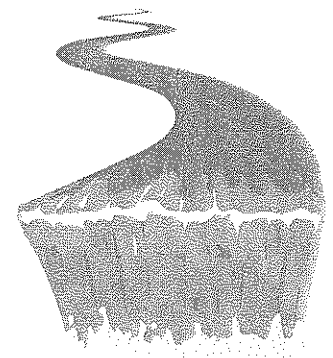


## An Upstream Approach

Many of the suicide "prevention" efforts occurring globally would be more aptly described as intervention, primarily focused on teaching risk factors and warning signs and equipping gate keepers to make mental health referrals. Sources of Strength incorporates these intervention strategies, and expands on them. Our primary mission is to move **upstream** in the prevention cycle: to build resilience, increase connections, change unhealthy norms around help seeking and codes of secrecy and silence, to teach healthy coping strategies, and to ultimately prevent the very onset of suicidality.

## A Rising Tide Lifts All Boats

By employing this approach we have a more comprehensive and universal model of prevention that can have impact on a wide variety of issues beyond suicide, including substance abuse, bullying, violence, truancy and more. Ultimately, it's not just about





# EVIDENCE-BASED

With implementations across the United States, Canada, Australia, and many American Indian/Alaska Native and First Nations communities, Sources of Strength is one of the most widely disseminated and rigorously evaluated upstream prevention programs in the world.

## Sources of Strength has participated in research projects with:

- University of Rochester
- Stanford University
- Johns Hopkins University
- University of Manitoba
- Australian National University
- Black Dog Institute
- National Institute of Mental Health
- Centers for Disease Control

**"Sources of Strength is the first suicide prevention program involving peer leaders to enhance protective factors associated with reducing suicide at the school population level."**

**- Wyman (2010)**



Included in SAMHSA's  
National Registry of  
Evidence-based  
Programs and Practices

## Additional outcomes have shown:

- Increase in connectedness to adults
- Increase in school engagement
- Increase in likelihood to refer a suicidal friend to an adult
- Increase in positive perceptions of adult support
- Increased acceptability of seeking help
- Largest increases amongst students with a history of suicidal ideation

Wyman, P. et al. (2010). An outcome evaluation of the Sources of Strength suicide prevention program delivered by adolescent peer leaders in high schools. *American Journal of Public Health*, Vol. 100:1653-1661.





# PROJECT SUMMARY

This Memorandum of Agreement is to provide Year Two Sources of Strength training at Duluth East High School and Denfeld High School.

## Deliverables

Below is a brief summary of specific deliverables on the part of Sources of Strength and responsibilities on the part of Duluth Public Schools, Duluth East High School, and Denfeld High School. These deliverables and responsibilities will be further outlined in the Project Activities section below.

### **SOURCES OF STRENGTH**

Specific duties of Sources of Strength include the following:

- Provide a Sources of Strength National Trainer to support schools in implementing an innovative, evidence-based, upstream prevention program.
- Provide on site trainings for Duluth East High School and Denfeld High School Adult Advisors and Peer Leaders.
- Provide ongoing support services and resources for Duluth East High School and Denfeld High School Adult Advisors and Peer Leaders as they seek effectiveness, fidelity, scalability, and sustainability in their prevention programming.

### **DULUTH PUBLIC SCHOOLS**

Specific duties of Duluth Public Schools include the following:

- Assign a leader to work with Sources of Strength Duluth East High School and Denfeld High School and any local partners.
- Assist in recruiting Duluth East High School and Denfeld High School Peer Leaders and Adult Advisors.
- Provide or help in organizing location for trainings to take place.
- Participate in support framework to ensure fidelity and effectiveness of implementation.

## **DULUTH EAST HIGH SCHOOL, DENFELD HIGH SCHOOL, AND ANY PARTNERING AGENCIES**

Specific duties of Duluth East High School and Denfeld High School and any local partners include the following:

- Assist in identifying Adult Advisors to work with Peer Leader teams (1 to 10 ratio).
- Assist in recruiting Peer Leaders (aiming for 10% of school population) and obtaining appropriate parental consent for participation in the project (*forms and templates provided by Sources of Strength*).
- Provide drinks and snacks for Adult Advisor and Peer Leader trainings (if necessary).
- Provide a time and location for Adult Advisor and Peer Leader trainings to take place, following Sources of Strength room set-up guidelines (*room set-up*).
- Provide a time and place for Peer Leader teams and Adult Advisors to conduct planning meetings (2x per month) during their messaging phase.
- Adult Advisors participate in support phone, webinar, or on-site contacts during the action step phase of the project.
- Implement Sources of Strength program with fidelity, following safe messaging guidelines.



# PROJECT ACTIVITIES

## Training Phase

Implementation will begin in the training phase which will include the following areas of focus:

- **Training Adult Advisors/Coordinators** - This is a three to six hour training for Adult Advisors who will be supporting and guiding Peer Leader teams. This training is held in the local communities/schools, generally the day before a peer training or the morning of a peer training. It will cover core philosophy of upstream and strength-based prevention, social network theory and safe messaging strategies. This training will provide experiential learning, set expectations and requirements of adult roles during a Peer Leader training, as well as outlining their ongoing role in the program. Adult Advisors/Coordinators will also be given access to the myriad support resources available.
- **Peer Leader Training** - This is a five to six hour training with a group of 15-80 Peer Leaders (depending on school size), along with Adult Advisors. The training is highly interactive and focuses on empowering Peer Leaders to leverage the power of their social influence to become agents of change and connectors to help in their schools and communities. Peer Leader teams are requested to meet back together within ten days of training and complete their first peer-to-peer campaign within the first thirty days following training. Peer Leader teams are advised to have planning meetings twice a month on an ongoing basis, where they will continue to grow in strength based sharing/messaging and plan various hope, help, strength based messages and campaigns.

## Support Phase

Sources of Strength treats every institution we work with as part of our team. Relationships and individual support are very important to us. Our model is flexible, and our implementations are tailored to your specific schools/communities. The team at Sources will help implement and promote the program with you, ensuring the peer teams gain maximum benefit from participating in this innovative prevention program. Through communication and feedback from Duluth East High School, Denfeld High School, local communities, and in partnership with Duluth Public Schools we will offer support to:

- Connect Adult Advisors and Peer Leaders with resources; campaign materials, social media resources, website tools, webinars, videos, etc.
- Implement an automated weekly email/text system for Adult Advisors and Peer Leaders featuring tips and ideas that assist during the first three months of startup. These can include video clips, teaching points, stories, campaign examples from other peer teams, and newly developed resources.
- Develop a support call plan to help guide Adult Advisor and Peer Leader teams through a process of brainstorming campaign ideas and activities, troubleshooting, and problem solving.

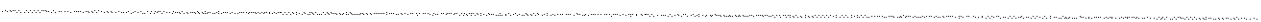


# TIMELINE



Year Two: National Trainer Led Training at Duluth East High School  
and Denfeld High School

Fall 2019



Year Two: Support Phase

2019-2020 School Year



# BUDGET



PROJECTED BUDGET	PRICE
<p><b>Year Two Training</b></p> <p>Sources of Strength National Trainer will travel and train at Duluth East High School and Denfeld High School to assist in the implementation of the program.</p> <p><i>2 Schools @ \$5,000</i></p>	\$10,000
<p><b>Support Phase</b></p> <p>Ongoing webinar and teleconference support, assisting Duluth East High School and Denfeld High School through automated support systems and consultation around sustainability and fidelity.</p>	Included in program costs
<p><b>Additional Program Licensure</b></p> <p>After the initial three year implementation period with National Trainer led Sources of Strength Trainings each school year (\$5,000 per year/per school), teams can either continue to contract with Sources of Strength to offer training (\$5,000 per training/per school) or shift to paying a yearly licensing fee of \$500 per sustaining school and \$750 per new school for ongoing materials and support.</p>	Varies depending on scale
	\$10,000





# APPROVAL

## Compensation/Budget:

Sources of Strength shall receive cost reimbursement from Duluth Public Schools for the deliverable and costs outlined above totaling \$10,000.00.

Sources of Strength will invoice for the full amount of \$10,000.00 upon completion of school trainings or when requested by payee.

## Authorizing signatures



2019-10-22 12:19:23

Cathy Erickson  
Chief Financial Officer  
Duluth Public Schools



SIGNATURE  
Daniel Adams

Daniel Adams  
Director of Training  
Sources of Strength

# CONNECT WITH US

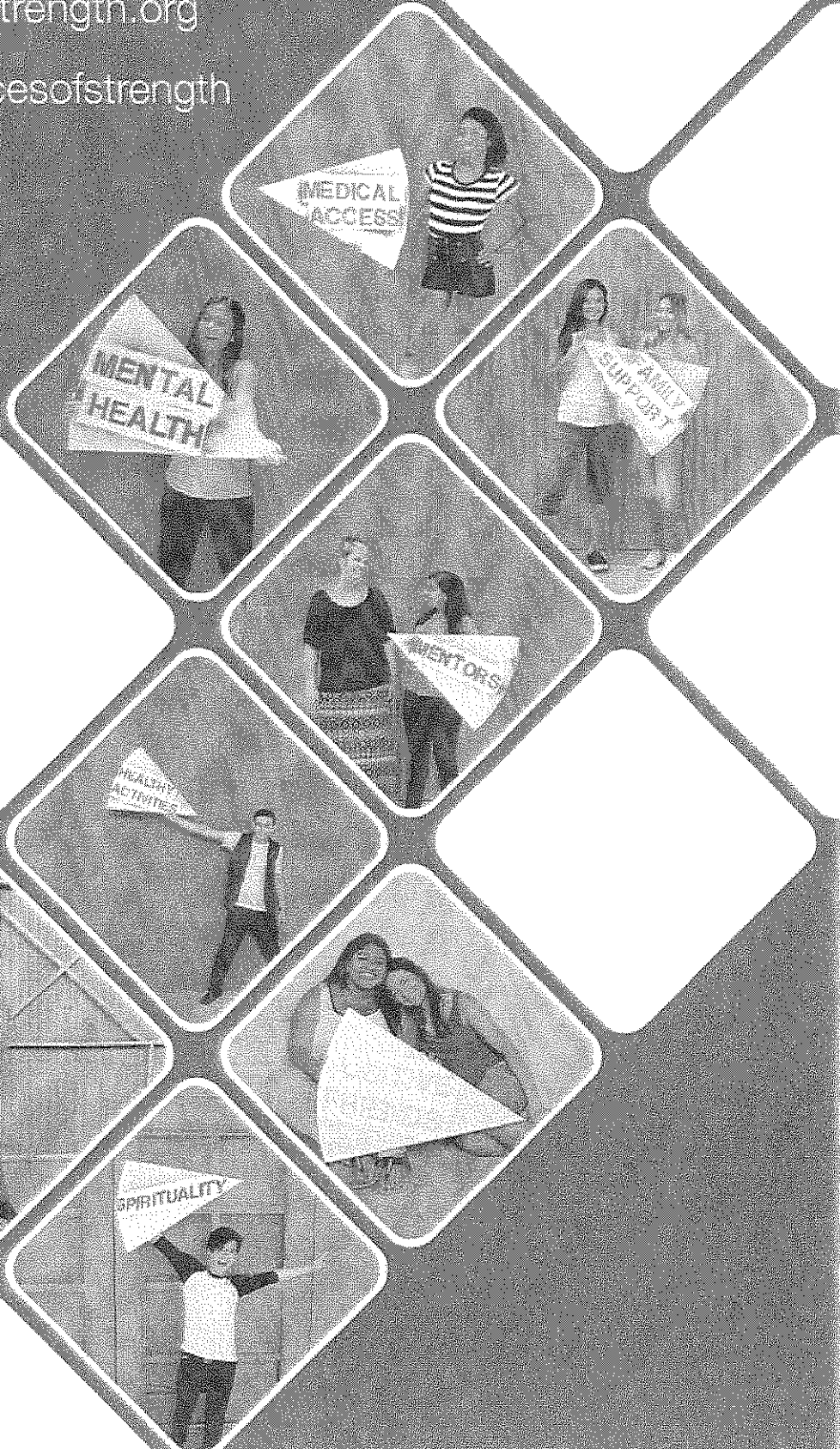
 [sourcesofstrength.org](http://sourcesofstrength.org)

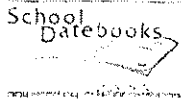
 [contact@sourcesofstrength.org](mailto:contact@sourcesofstrength.org)

 [facebook.com/sourcesofstrength](https://facebook.com/sourcesofstrength)

 [@sourcesstrength](https://twitter.com/sourcesstrength)

 [@sourcesofstrength](https://www.instagram.com/sourcesofstrength)





# 2020 Imagine 8.5x11 Contract

2880 U.S. Hwy. 231 S.  
Lafayette, IN 47909-2874  
Phone: (800) 705-7526  
Fax: (765) 471-8874

Order online @ schooldatebooks.com

**School**  
Lester Park Elementary  
5300 Glenwood St  
Duluth, MN 55804

**Administrator**  
Ms Susan Lehna, Principal  
Phone: (218) 336-8875  
Fax: (218) 336-8879  
Email: \_\_\_\_\_

**Contact**  
Ms. Tracy Thompson, Administrative Assistant  
Phone: (218) 336-8875 x 2652  
Cell/Summer Number: \_\_\_\_\_  
Email: tracy.thompson@isd709.org

Date: 10/4/2019  
Sales Rep: Rich Cyr  
richc@sdlinnovations.com  
CSR: Mallory Huffer  
mallory@sdlinnovations.com

**Billing and Shipping**

**Bill To** PO#: \_\_\_\_\_  
Lester Park Elementary  
Ms Tracy Thompson  
5300 Glenwood St  
Duluth, MN 55804  
United States  
Email: tracy.packingham@isd709.org

**Ship To** Lester Park Elementary  
Ms Tracy Thompson  
5300 Glenwood St  
Duluth, MN 55804  
United States  
Email: \_\_\_\_\_

Desired Delivery Date: 8/21/2020  
Earliest Delivery Date: \_\_\_\_\_

No deliveries prior to 5/1/2020. To ensure on-time delivery, we will ship 7-10 days before your Earliest Delivery Date (EDD), if all deadlines are met. It is possible that your books may arrive before your Desired Delivery Date (DDD). Please take this into account when selecting your dates and make sure the facilities are open and able to accept delivery at this time. A 1-week window between the EDD and DDD is required.

Product	#Books	#Pages	Cost/Book	Base Cost
Imagine 8.5x11	102	0	\$2.74	\$279.48

**Discounts** \*Discounts do not apply to three-year contracts

4% Discount per year with a three-year contract	\$279.48	x	0.00	\$0.00
4% Discount for contracts received by 10/25/19*	\$279.48	x	0.04	\$11.18
3% Discount for contracts received by 12/13/19*	\$279.48	x	0.00	\$0.00
2% Discount for contracts received by 4/3/20*	\$279.48	x	0.00	\$0.00
1% School District Discount	\$279.48	x	0.01	\$2.79

**Cover Options**

Custom PolyFusion™	100% custom, full-color front and back covers - highest durability	\$0.70	x	0	\$0.00
Custom Cardstock	High value, full-color, laminated cardstock front cover	\$0.40	x	0	\$0.00
Spirit	Durable cardstock; Make it your own with your school color, then add school name and logo.	\$0.20	x	0	\$0.00
Plastic Window	Artistic designs on PolyFusion™. School name will appear if handbook is added.	\$0.45	x	102	\$45.90
Chalkboard					
Daydream					
Destination					
Inspiration					
Patriotic					
Pins					
Prism					
Seaside					
Shuttle					
Slate					
Space 3D					
Stamps 3D					
Water					
Personalized Cardstock	Personalized cardstock covers featuring your school name and logo in black ink	\$0.00	x	0	\$0.00
Stock	Durable cardstock covers in your choice of 3 stock-image designs	\$0.00	x	0	\$0.00

**Enhancements**

Vinyl pocket page	\$0.30	x	102	\$30.60
Stickers (per sheet)	\$0.30	x	0	\$0.00
Card-stock hall pass	\$0.20	x	0	\$0.00
Full Color handbook	\$0.00	x	0	\$0.00

**Accessories**

Wall chart	\$5.00	x	0	\$0.00
This Week Marker (Minimum order of 25)	\$0.20	x	0	\$0.00
Teacher Lesson Plan and Grade Book (Minimum order of 25)	\$3.95	x	0	\$0.00
Illustration Posters Set 1 (Honesty, Fairness, Integrity, Courage, Determination, Perseverance)	\$19.99	x	0	\$0.00
Illustration Posters Set 2 (Respect, Trust, Ambition, Caring, Citizenship, Responsibility)	\$19.99	x	0	\$0.00
Photograph Posters Set 1 (Honesty, Fairness, Integrity, Courage, Determination, Perseverance)	\$19.99	x	0	\$0.00
Photograph Posters Set 2 (Respect, Trust, Ambition, Caring, Citizenship, Responsibility)	\$19.99	x	0	\$0.00

**Sub-Total\*** \$342.01

Shipping and Handling: 13% , Minimum \$15, Rate applies to contiguous US/Canada only. Int'l rates may vary. \$44.46

Sales Tax: Exempt#: 8014301 \$0.00

\* Net 30 (Net due within 30 days from Invoice date)

\* Sales tax will be added if applicable

**Total (USD)** \$386.47

\* Exchange policy: Custom orders (which includes handbook, personalized/custom cover, or any enhancements) cannot be exchanged. Non-custom orders can be exchanged for a different product at school's shipping expense. (Shipping must be via traceable method within 30 days of receipt.) No returns.

Buyer understands that handbook material and cover artwork are to be provided to School Datebooks, Inc. ("SDI") in the formats specified and within the deadlines provided in order to guarantee delivery by the desired delivery date. Failure to follow these guidelines may result in delivery delays and/or additional costs to the Buyer. Buyer understands that datebook and cover change requests after submission may result in additional costs and that quantity changes may result in a different per unit cost. Redelivery fees may apply if buyer is unable to accept delivery during the agreed upon delivery window. Cancelled contracts will be subject to a charge of 15% of the contract total or the total of all costs incurred as of the date of cancellation, whichever is greater. Buyer understands that when purchase orders are required, the buyer will be responsible for delivering the purchase order to SDI. In the event that invoices are not paid when due, Buyer will be responsible for any expenses, including reasonable legal fees, incurred by SDI in attempt to collect the balance due. Buyer represents and warrants to SDI that it owns or has the right to use and reproduce any and all trademarks, logos, images or other materials reproduced in this product. Buyer will be responsible for securing any required licenses and/or paying any and all licensing fees that may be due. Buyer agrees to indemnify and hold SDI harmless from and against any and all liability related to the use and reproduction of such items. As a representative of the Buyer, I understand and agree that I have authority to sign this contract and that this contract will remain in effect in the event that I leave my position prior to the completion of the contract.

In the event that an item on this contract is impacted by tariffs, SDI may impose a surcharge in the amount of the tariff. SDI will notify you if your order will be impacted.

**One-Year Contract**

We agree to purchase datebooks from School Datebooks for the year of 2020-2021.

**Three-Year Contract**

We agree to purchase datebooks from School Datebooks for the years of 2020-2021, 2021-2022, 2022-2023 at a 4% discount per year. The three year contract also "locks" into our current price grid for the length of the contract. (\*Shipping rate subject to change after initial year.)

10-8-19  
Date

*Catharine Elmer*  
Signed (School Administrator)

CFO  
Title

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 1<sup>st</sup> day of October, 2019, 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 1, 2019 and shall remain in effect until June 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.** The Compass program will be provided after school and during the summer to students of Myers-Wilkins Elementary. It will offer safe, nurturing, and enriching experiences designed to build students' academic, creative, and life skills.

**Location:** Myers-Wilkins Elementary School

**Schedule:** Meets Monday - Thursday  
2:30-5:00 p.m. October 2019-May 2020  
8:30 a.m.-12:30 p.m. June 2020– July 2020

**Program goals:**

1. Provide tutoring and enrichment activities after school and during the summer.
2. Maintain communication between classroom teachers and Compass staff to identify students' needs and goals.
3. Foster positive relationships between school, home, and community.

**Outcomes for Participants:**

1. 100% of participants will have an Individual Learning Plan (ILP) with clearly stated goals and outcomes.
2. Safe, reliable transportation will be provided for participants.
3. Parents/guardians and community members will be offered engagement opportunities, and parents/guardians will receive regular communication about their child's activities.

**Program Design:**

Beginning in October of 2019, students who are referred to the program will participate in after-school enrichment classes focused on academic support, Social Emotional Learning, and STEM education. Students will receive structured, academic instruction by qualified instructors. 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 Compass will have an assigned Family Liaison and an Individual Learning Plan that connects out-of-school-time programming with in-school academics.

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 Contractor.

The Contractor will be responsible for recruitment, training, support, and compensation of the project coordinators and contracted instructors. Contractor will also purchase supplies required for the program and be responsible for the costs of transportation.

**Assessment:**

Student outcomes will be reported to the Principal of Myers-Wilkins and the OEE Coordinator 2 times annually through compilation of attendance data and surveys. Report summaries will be provided upon request.

**Projected Budget:**

<b>Cost Item Description</b>	<b>Purpose</b>	<b>Outcome</b>	<b>Annual Cost 10/1/19-6/30/20</b>
<b>Direct service staff to deliver programming</b>	Provides direct instruction in the Compass program; develops and implements educational and social emotional curriculum; collaborates with teachers to develop ILP's and provide needed support for students; escorts students home on bus or other transportation.	Provide safe, nurturing and enriching experiences to build students' academic, creative and life skills; Safe, reliable transportation will be provided for participants.	<b>Total Cost: \$11,000</b>
<b>Transportation</b>	Provide bussing or other transportation for Compass participants; provide transportation for families for school events.	Safe, reliable transportation will be provided for participants.	<b>Total Cost: \$12,000</b>

<b>Supplies and fees</b>	Supplies to support Compass program; registration or field trip fees for participants.	Provide safe, nurturing and enriching experiences designed to help build students' academic, creative and life skills.	<b>Total Cost: \$1,696</b>
<b>Total Cost for 10/1/19 – 6/30/20</b>			<b>\$24,696</b>

**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.

**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 \$ 24,696 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: William Howes - OEE Coordinator, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Duluth Community School Collaborative, Attn: Katherine Mueller, 1027 N 8<sup>th</sup> Ave E, Duluth, MN 55805.

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

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

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

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

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

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

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

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

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

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

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.





## AGREEMENT

**THIS AGREEMENT**, made and entered into this 10th day of September, 2019 , by and between Independent School District #709, a public corporation, hereinafter called District, and Zeitgeist Center for Arts & Community , 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 September 16, 2019 and shall remain in effect until June 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.** The Contractor will provide services at the middle and high schools during after-school activities, school class periods, and W.I.N. periods in the following areas: Recruiting *ARE* student participants, Recruiting Volunteers and Spoken Word Artists for *ARE*, Facilitating the Be Heard Poetry Slam Program, Assist *ARE* youths in developing and presenting their narratives, Working with Truartspeaks (Be Heard Poetry Slam organizers) staff on hosting Duluth Semi-Final, Design & Video Editing, Event Planning, Marketing for Slam Preliminary. \*The Be Heard MN Youth Poetry Slam Series is an annual youth program that identifies six Minnesota youth poets between the ages of 13-19 to represent the state in the international Brave New Voices youth poetry slam festival. Be Heard advances literacy levels and leadership skills of participants through cohort specific writing and performance workshops, community engagement activities, and specialized training for participants.

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.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and

expenses in performing said obligations up to a sum not to exceed \$25.00 hourly and \$ 3,000.00 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: Office of Education Equity - Duluth Public Schools , 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip): AH Zeppa Family Foundation DBA Zeitgeist Center for Arts & Community 222 E Superior St, STE 326 Duluth, MN 55802 Contact: Brooke Wetmore, (218) 336-1361.

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:

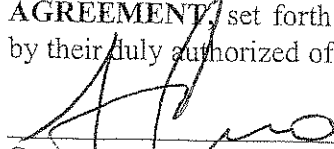
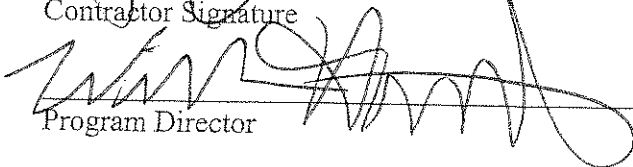
**Workers' Compensation Insurance:** Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require

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.

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.

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 20-6424699 SSN/Tax ID Number 10-21-19 Date  
  
 Program Director 10/23/19 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.

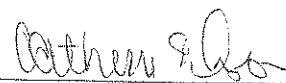
This contract is funded by either (1) the following budget (include full 16 digit code), (2) will be paid using Student Activity Funds or (3) is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:

Check if the contract will be paid using District funds and enter the budget code in the top line below.

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

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

  
 CFO/Superintendent of Schools/Board Chair 10/23/19 Date



Special Services Department  
Independent School District #709  
215 N 1<sup>st</sup> Ave E  
Duluth, MN 55802

CONTRACT FOR PRE-SCHOOL PLACEMENT

THIS AGREEMENT, made and entered into this 4 day of October, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Concordia Community Arts Play Care, 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 September 3, 2019 and shall remain in effect until May 22, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in \_\_\_\_\_'s 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:

The AGENCY shall provide the following services: Preschool programming for 8 hours (480 minutes) Monday/Tuesday/Wednesday/Thursday, 8:30-4:30, and 4 hours (240) Friday, 8:30-12.

The AGENCY shall perform these services at: 2501 Woodland Avenue Duluth, MN 55803.

The approximate date the service will begin is, September 3, 2019 and shall not extend beyond May 22, 2020; the contract not to exceed a total of 9 Months (attending 5 Days per Week - M/T/W/Th 8:30-4:30,

Friday 8:30-12. (District will pay 3 days per week @ \$430.00 per month and parents to cover remaining balance).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15<sup>th</sup> of each month for the preceding month.

**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.

**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 \$ **3870.00 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: Jason Crane, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Concordia Community Arts Playcare, 2501 Woodland Ave, Duluth, MN 55803.

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.

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.

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
<u>Jason Crane</u> Program Director		<u>10/4/19</u> 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 either (1) the following budget (include full 16 digit code), (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:

01-211-005-000-000-139300

Check this box if the contract will be paid using Student Activity Funds

Check this box if this contract is a no-cost contract such as a Memo of Understanding

<u>Catherine Olson</u> CFO/Superintendent of Schools/Board Chair	<u>10-7-19</u> Date
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# WOLF RIDGE<sup>SM</sup>

## ENVIRONMENTAL LEARNING CENTER

### Program Contract

### School Groups

<b>Don Lepper</b>	donald.lepper@isd709.org
Stowe Elementary 715 101st Avenue West, Duluth MN 55808	Is the Coordinator's name correct? If not, please correct below: New Coordinator name: Email Address:
<b>Deposit:</b> You have made a reservation to stay for September 30, 2020 - October 2, 2020 with 50 participants. To hold your reservation we require a deposit of \$750.00. <b>This contract is valid for 30 days after receipt.</b>	
<b>Cancellation Policy:</b> 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:

<b>Printed Name:</b> Donald Lepper	<b>Title:</b> Teacher - Grade 5	
<b>Signed Name:</b> Donald Lepper	<b>Date:</b> 10/3/2019	
<b>Billing Contact:</b> Brenda Vandell <b>Billing email address:</b> brenda.vandell@isd709.org	<b>Billing Address:</b> Stowe School 715 101 Ave W Duluth MN 55808	
<b>Cardholders Name:</b> <input type="checkbox"/> same as billing contact Elementary Stowe	<b>Cardholders address:</b> <del>same as billing address</del> 215 N. 1st Ave E, Duluth MN 55802	
<b>Credit Card #:</b> 5550 0800 0179 6957	<b>Exp Date:</b> 03	<b>CVV:</b> 2022
<b>If unable to pay at this time, when can we expect your deposit?</b>		

Principal: Nathan Glockle

Catherine Erickson, CFO

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

Today's Date: September 26, 2019



Manpower

ASSIGNMENT DETAILS

1. JOB DESCRIPTIONS AND LOCATIONS\*

Table with 3 columns: Job Title, Job Description, Location. Rows include General Office and Light Industrial.

\* If the parties decide to change the scope of the Order by, for example, adding or deleting jobs or locations, they must execute an amendment to this Order reflecting the intended change.

2. RATES\*

Table with 4 columns: Job Title, Markup Percentage of Hourly Rate, Employee Hourly Pay Rate, Straight Time Bill Rate.

[Select either straight time or markup as the method of calculating rates and delete the column not used]

\* The above Rates are comprised in part of the following costs associated with Manpower's Employer Obligations and are subject to Section 3 of the Order: FICA, FUTA, SUTA, and Worker's Compensation statutory minimums.

3. ADDITIONAL BACKGROUND CHECKS AND TESTING

Table with 4 columns: Required Y/N, Check or Test, Requirements, If Any, Cost. Rows include Criminal Record Check and Drug Tests.

4. ADDITIONAL DETAILS

Table with 2 columns: Description, Details. Rows include Workweek, Payment for Overtime, Limited Warranty, and Additional Fees.

5. CONVERSION/TRANSFER FEES

If during the term of this Agreement, and for six months thereafter, Client permits any Assigned Employee to transfer to another entity's payroll in order to perform work for Client or at Client's facilities...

Table with 2 columns: Time on Assignment, Prorated Fee Schedule. Rows include 0 to 30 Days, 31 to 60 Days, 61 to 90 Days, and 91+ Days.

6. PERMANENT PLACEMENT SERVICE DETAILS

Table with 2 columns: Description, Details. Row includes Limited Warranty.

Table with 2 columns: Fees, Client agrees to pay a fee if Client hires or retains a candidate... Annualized Compensation, Fee Percentage.

\*Compensation includes base gross salary, gross compensation for services, fees, wages, guaranteed and/or anticipated bonus and commission earnings, to be made to the candidate during the first twelve (12) months of employment.



Manpower

FAST TRACK AGREEMENT (PURCHASE ORDER)

**CLIENT INFORMATION ("CLIENT"):**

<b>Company Name:</b> Duluth Public Schools - ISD 709		<b>Phone:</b> 218-336-8700
<b>Contact Name:</b> Bart Smith	<b>Title:</b> Technology Manager	
<b>Street Address:</b> 215 N. 1 <sup>st</sup> Ave. E.		
<b>City:</b> Duluth	<b>State:</b> MN	<b>Zip:</b> 55802
<b>Billing Address (If different than above):</b>		
<b>City:</b>	<b>State:</b>	<b>Zip:</b>

**MANPOWER INFORMATION:**

<b>Branch Manager Name:</b> Amy Galbraith	<b>Account Manager Name:</b> Tracy Martinson	
<b>Phone:</b> 218-727-8891	<b>Phone:</b> 218-727-8891	
<b>Street Address:</b> 11 E. Superior Street, Suite 110		
<b>City:</b> Duluth	<b>State:</b> MN	<b>Zip:</b> 55802
<b>Effective Date:</b> 10/1/2018		

**ACKNOWLEDGED AND ACCEPTED:**

ManpowerGroup US Inc., a Wisconsin Corporation with its principal office located at 100 Manpower Place, Milwaukee, Wisconsin 53212, and applicable subsidiaries ("Manpower"), and Client, as defined above, in consideration of the mutual covenants contained herein, agree to the Terms and Conditions attached hereto and incorporated in this Purchase Order (the "Order") as of the Effective Date above.

The undersigned representatives, with the authority to enter into and execute this document, have read, understand, and agree to the terms of this Order.

Duluth Public Schools - ISD 709

ManpowerGroup US Inc.

*Cathy Erickson*

10/10/19

Authorized Signatory

Date

Authorized Signatory

Date

Cathy Erickson, CFO/Exec. Director of Business Services  
Printed Name / Title

Amy Galbraith, Duluth Market Manager  
Printed Name / Title

01-108-012-000-000-130500



Manpower

## TERMS AND CONDITIONS

1. **Services.** Manpower will provide Assigned Employee(s) to perform work on behalf of the Client and at the Client's direction. Manpower will provide the staffing services generally described as follows: recruiting, interviewing and/or screening candidates; providing offers of employment to qualified candidates when appropriate; assigning candidates who have accepted employment with Manpower who, in Manpower's judgment, are qualified to perform the type of work described by Client ("Assigned Employees") and removing any Assigned Employees at the request of Client for any lawful reason. In addition, on behalf of all Assigned Employees, Manpower will maintain personnel and payroll records; pay, withhold and transmit payroll taxes; establish and contribute to such benefit programs as Manpower deems appropriate; make employer shared responsibility payments required under the Affordable Care Act ("ACA"); make unemployment contributions; and handle unemployment and workers' compensation claims with respect to compensation that Manpower has agreed to pay ("Employer Obligations"). For purposes of the ACA, Manpower will treat all Assigned Employees as common-law employees of Manpower. Manpower will screen the Assigned Employees based on the specific checks and tests set forth above, if any, the actual cost of which will be passed through to Client. Any discoveries, inventions, concepts or ideas (including improvements and modifications thereto) made or conceived solely or jointly with others by any Assigned Employee in connection with work to be performed hereunder will be the property of Client as "work made for hire." Manpower Assigned Employees are not entitled to benefits offered or provided by Client to its own staff. The Assigned Employee(s) will perform the work on behalf of Client at the locations within the United States specified within the Assignment Details.

2. **Limited Warranty.** Manpower warrants that the services of Assigned Employee will be provided utilizing reasonable care and skill in accordance with customary industry standards. In the event that Client is not satisfied with the performance of any Assigned Employee, then upon Client's written request, Manpower will remove the Assigned Employee with whom Client is not satisfied from the assignment, relieve Client of the obligation to pay for the number of hours of work specified within the Assignment Details and performed by the same Assigned Employee and use its best efforts to provide a replacement Assigned Employee as soon as practicable (the "Limited Warranty"). The Limited Warranty described herein shall be Manpower's sole obligation to Client and Client's exclusive remedy with respect to any nonconformity or deficiency in services, work product or deliverables furnished to Client.

3. **Payment.** Manpower is solely responsible for compensating the Assigned Employee for the work performed. Client agrees to pay Manpower for its staffing services and any other costs or fees at the rate(s) set forth above. Client understands and acknowledges that such rates include payroll burden costs, which represent the allocated share of estimated Employer Obligations. Manpower will invoice Client weekly at the address set forth above. Payment will be due upon receipt of invoice. Manpower may charge interest at the rate of one and one-half percent (1 1/2%) per month on any amounts unpaid after forty-five (45) days of invoice date. Any late invoicing by Manpower shall not affect Client's obligation to pay for services rendered. Amounts invoiced for work performed by Assigned Employees will be calculated on the basis of hours shown on Manpower time records. Client or Client's designated representative will approve Manpower time slips within forty-eight (48) hours of receipt, certifying that the hours shown are correct and authorizing Manpower to bill Client for the hours worked by the named Assigned Employee. If Client or Client's designated representative are unavailable to approve time slips within forty-eight (48) hours, Manpower is authorized to approve such time slips, and such signed time slips will be conclusive as to the number of compensable hours worked by each Assigned Employee for that workweek, provided that Client will have thirty (30) days to contest any inaccuracies in such time slips. Client agrees that it will not request or require that Assigned Employee work any hours not recorded on a time slip. If Manpower is required to increase wage and/or payroll burden costs at any time during the term of this Order as the direct result of any determination, order or action by any applicable federal, state or local governmental authority, including, but not limited to, paid sick leave, prevailing wage and benefit requirements, or in order to meet Employer Obligations, Client will reimburse Manpower for any such increase or equitable adjustment. Any sales, use, excise or other such tax levied as a result of performance hereunder will be paid by Client.

4. **Term/Termination.** The term length of this Order will be one (1) year from the Effective Date specified above and may be renewed by mutual written agreement of the Parties. Either Party may terminate this Order without cause upon thirty (30) days written notice to the other Party. Notwithstanding any other provision of this Order, either party may terminate this Order immediately in the event the other party declares or becomes bankrupt or insolvent, dissolves or discontinues operations, or fails to make any payments within the time periods specified in this Order. Upon termination of this Order, Manpower will promptly provide an invoice to Client for all fees incurred by Client under this Order and Client will pay all amounts set forth on the invoice within thirty (30) days of receipt. Termination of this Order shall terminate all assignments. Notwithstanding any period of performance set forth herein, either Party may terminate an assignment upon reasonable prior written notice, which may be sent via email.

5. **Client's Responsibilities.** Client agrees to supervise and control the work, premises, processes and systems to be performed by Assigned Employee(s) and to review and approve the corresponding work product. In addition, Client will control the development, quality and implementation of the work product and provide the Assigned Associates with a safe

workplace environment. Client will provide Manpower with a job description that accurately summarizes the primary duties of all Assigned Employees. This job description will be provided to Manpower prior to the Assigned Employee's commencing his or her assignment. Client will not make material changes in any Assigned Employee's job duties or risks without Manpower's prior written approval. Client will not entrust any Assigned Employee with unattended property or valuables, such as cash, negotiable instruments, keys, merchandise and confidential or trade secret information, other than as is strictly required by the job description provided to Manpower.

6. **Compliance with Laws.** Manpower shall comply with all applicable national, state and local laws and regulations governing the provision of Services and Manpower's business generally. Client shall comply with all applicable national, state and local laws and regulations governing the work product, performance of work by Assigned Employees and the Client's business generally. The parties agree to comply with all applicable laws regarding non-discrimination in employment, fair labor standards and data privacy.

7. **Confidentiality.** Both parties acknowledge that they may receive information that is proprietary or confidential to the other party or its affiliated companies and their clients. During the term of this Order and for one (1) year thereafter, both parties agree to take reasonable measures to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing hereunder or as required by law. Upon the expiration or termination of this Order each Party will return (or, if requested, destroy) the confidential information of the other Party in its possession at the time of termination or expiration.

8. **Mutual Indemnification.** To the extent permitted by law, the Parties agree to defend, indemnify and hold each other and their respective parents, subsidiaries, directors, officers, agents, representatives and employees harmless of and from any and all claims, losses, taxes, penalties and liabilities to the extent caused by their respective negligence, gross negligence, recklessness or willful misconduct or breach of this Order.

9. **Limitation of Liability.** Neither Party shall be liable for or required to indemnify the other Party for any incidental, consequential, exemplary, special or punitive damages, including lost profit, regardless of how characterized and even if such Party has been advised of the possibility of such damages, which arise from the performance of this Order or in connection with this Order, including but not limited to the acts or omissions of any Assigned Employee and regardless of the form of action (whether in contract, tort, negligence, strict liability or otherwise). Manpower's liability for damages hereunder, regardless of the form of action, shall not exceed per claim and in the aggregate the total amount paid under this Order. Neither Party may bring action or institute a proceeding against the other Party more than one (1) year after the event giving rise to such claim.

10. **Insurance.** Manpower will maintain in force during the term of this Order insurance coverage as follows: (i) Workers' Compensation - Statutory with limits as prescribed by applicable state law and Employer's Liability with limits of \$500,000, per accident and in the aggregate; (ii) Comprehensive General Liability and Property Damage Insurance, including coverage for products and completed operations, with limits of at least \$2,000,000 for each occurrence; and (iii) Excess Automobile Liability Insurance, covering any non-owned automobiles, with limits of at least \$1,000,000 for each occurrence; this coverage shall apply only to Assigned Employees who operate vehicles that are not owned, leased or rented by Client. Upon written request, Manpower will deliver to Client copies of certificates of the insurance policies described herein.

11. **Miscellaneous.** This Order contains the entire understanding between the Parties and supersedes all prior agreements and understandings relating to the subject matter hereof. No provision of this Order may be amended or waived unless such amendment or waiver is agreed to in writing signed by both Parties. Client represents that in executing this Order, Client did not rely on any inducements, promises or representations by Manpower other than the terms specifically set forth in this Order. Neither Party may, directly or indirectly, in whole or in part, neither by operation of law or otherwise, assign or transfer this Order or delegate any of its obligations under this Order without the other Party's prior written consent. Manpower may provide services directly or through affiliates and/or may subcontract any of its obligations hereunder. Neither Party will be responsible for failure or delay in performance hereunder if the failure or delay is due to labor disputes, strikes (including but not limited to strikes of Client and/or Manpower), fire, riot, war, acts of war (declared or not), insurrections, civil commotion, terrorism, pandemic, natural disaster, acts of God or any other causes beyond the control of the non-performing party. All notices to a Party required under this Order must be in writing to the Party's address above. This Agreement will be governed in all respects by the laws of the State of Wisconsin, without regard to its conflict of laws principles. The parties consent to the jurisdiction of any state or federal court in Wisconsin for the resolution of any disputes in connection with this Agreement.

The Parties represent and warrant that they have full corporate power and authority to execute this Order and to perform their obligations hereunder, and that the person whose signature appears above is fully authorized to execute this Order on behalf of the Party that such person represents.

## Manpower Technology Department temporary help request

- Our Field Support Technician rate of pay is \$23.75 per hour
- Ability to work from 12:00 pm to 9:00 pm 2-5 days per week Monday thru Friday. Schedule flexibility is available once all our Smartboards have been updated (see below)
- Auto or transportation is needed since they will be working across Duluth at our school buildings
- Work locations can change daily
- Main job duty will be to update the firmware/software on roughly 580 Smartboard systems across the district
- Desirable experience supporting the following:
  - Windows 10 systems
  - SmartBoards
  - Google Chromebooks
  - Classroom Audio Systems
- Other misc. technology duties
  - YouTube Live Streaming our School Board and Committee Meetings
  - Enrolling Chromebooks
  - Setup of Chromebooks and carts
  - Setup of Chromebooks
  -
- Looking for a two year certificate/degree in computer science, management information systems, technology, or an equivalent combination of education, training and/or experience necessary to successfully perform the essential functions of the work.