

**SUBSCRIPTION ORDER FORM**

This Subscription Order Form is governed by the Master Terms and Conditions located at <https://www.masteryconnect.com/terms>, which are hereby incorporated by reference (this Subscription Order Form and such Master Terms and Conditions, collectively, the "Agreement"). Capitalized terms not defined in this Subscription Order Form shall carry the meanings ascribed to them in the Master Terms and Conditions. In the event of any conflict between any provisions of the Master Terms and Conditions and this Subscription Order Form, the provisions of this Subscription Order Form shall control to the extent of the conflict. This Agreement is entered into as of the Effective Date specified below between MasteryConnect, Inc. ("MasteryConnect") and the party identified as the customer below ("Customer").

**SUBSCRIPTION**START DATE: Date of last signature affixed below**SUBSCRIPTION**TERM (IN MONTHS): 36

FAX: 877.350.6971

**CUSTOMER INFORMATION:**Customer: LAURA MACARTHUR ELEMENTARYContact/Title: Nathan Glockle, PrincipalAddress: 727 CENTRAL AVENUE, DULUTH, MN 55807-1304E-mail: nathan.glockle@isd709.orgPhone: (218) 336-8900 , ext. 2141**Billing Contact:** Nathan Glockle; nathan.glockle@isd709.org; (218) 336-8900 , ext. 2141**Technical Contact:** Nathan Glockle; nathan.glockle@isd709.org; (218) 336-8900 , ext. 2141**SOFTWARE LICENSE INFORMATION:** (per student license per year)

Certica Formative Assessment Item Bank Student License - 3 year	\$ <u>10.5</u>	x #	<u>440</u>	= \$	<u>4620</u>
Discount - Item Bank License - Certica	\$ <u>-1.5</u>	x #	<u>440</u>	= \$	<u>-660</u>
MasteryConnect Plus Student License - 3-Year	\$ <u>15</u>	x #	<u>440</u>	= \$	<u>6600</u>

**PROFESSIONAL DEVELOPMENT:**

Discount - Professional Development On-Site	\$ <u>-750</u>	x #	<u>1</u>	= \$	<u>-750</u>
Professional Development - On-Site - Core - School (up to 30 participants))	\$ <u>2500</u>	x #	<u>1</u>	= \$	<u>2500</u>
Professional Development - Web - Teacher Core	\$ <u>750</u>	x #	<u>3</u>	= \$	<u>2250</u>

**TOTAL:**\$ 14560

**PRICING AND EXPIRATION:** This Agreement guarantees the pricing for 36 months, conditioned upon Customer's commitment to a 36-month initial subscription beginning on the Subscription Start Date (the "Initial Term"). Notwithstanding anything to the contrary in this Agreement, if this Agreement is not executed by Customer on or before May 20, 2016 the terms and conditions set forth herein (including those related to pricing) shall become null and void.

**PAYMENT TERMS:** Pricing above reflects current Customer enrollment. If Agreement is longer than 12 months, Customer agrees to pay for any increase in student enrollment for subsequent years. All prices above in USD. All payment obligations are non-cancelable and all amounts paid are nonrefundable. MasteryConnect shall be entitled to withhold performance and discontinue service until all amounts due are paid in full. Payment is due upon Effective Date, unless otherwise specified below.

\$6,020 Due by July 1, 2016

\$4,270 Due by July 1, 2017

\$4,270 Due by July 1, 2018

Total 3 Year investment: \$14,560

**OVERDUE CHARGES:** If payment for any invoiced amount is not received by MasteryConnect by the due date, then without limiting MasteryConnect's rights or remedies, those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.


**TERMINATION FOR NON-APPROPRIATIONS:** Customer may terminate this contract, in whole or in part due to insufficient funding within thirty (30) calendar days of the end of the then current fiscal funding year by providing written notice to MasteryConnect. Customer must provide MasteryConnect written proof showing that it has not been appropriated funds for such term, and must not appropriate funds for Services the same as or similar to the

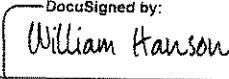
Services provided in this Agreement, for the remainder of the term of this Agreement. Customer shall pay for the services rendered up to the date of the termination notice.

IN WITNESS WHEREOF, the parties acknowledge that they've read and understood the Master Terms and Conditions located at <https://www.masteryconnect.com/terms>, and have executed this Agreement as of the Effective Date.

**MASTERYCONNECT**

**CUSTOMER**

By:   
Name: Cory Reid  
Title: CEO  
Date: 5/24/2016

By (Authorized):   
Name: william Hanson  
Title: CFO  
Date: 5/24/2016

## **CONSUMER DISCLOSURE**

From time to time, masteryconnect, inc (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the **I agree** button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign **Withdraw Consent** form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please

also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact masteryconnect, inc:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [cory@masteryconnect.com](mailto:cory@masteryconnect.com)

### **To advise masteryconnect, inc of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [cory@masteryconnect.com](mailto:cory@masteryconnect.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

### **To request paper copies from masteryconnect, inc**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [cory@masteryconnect.com](mailto:cory@masteryconnect.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with masteryconnect, inc**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [cory@masteryconnect.com](mailto:cory@masteryconnect.com) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

Operating Systems:	Windows2000 <sup>™</sup> or WindowsXP <sup>™</sup>
Browsers (for SENDERS):	Internet Explorer 6.0 <sup>™</sup> or above
Browsers (for SIGNERS):	Internet Explorer 6.0 <sup>™</sup> , Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	<ul style="list-style-type: none"><li>ò Allow per session cookies</li><li>ò Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul>
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\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

### **Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the æI agreeÆ button below.

By checking the æI AgreeÆ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify masteryconnect, inc as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by masteryconnect, inc during the course of my relationship with you.



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

**2015 CHARTER CONTRACT**

This contract is made between the DULUTH & NORTH SHORE RAILWAY, Inc d.b.a. NORTH SHORE SCENIC RAILROAD (NSSR) (hereafter called Operator) and Lester Park Elementary (hereafter called Chartering Party). The Chartering Party's authorized representative is Patricia Isbell, (218) 336-8875.

**TERMS OF CHARTER**

In consideration of payments made and performance herein specified on the part of the Chartering Party, the Operator shall provide rolling stock and crew for the benefit of the Chartering Party excursion. The Conductor shall be responsible for the operation of the rolling stock that the Operator warrants to be rail worthy. The train excursion will depart from: 52<sup>nd</sup> and Superior Street. On May 28<sup>th</sup>, 2016 at 8:30am the Operator will provide an excursion for the Chartering Party. The rolling stock (train) will be used exclusively for the transportation of passengers on a pleasure excursion on the Lake Front Line. The rolling stock of coach seating for no more than 85 persons (flat rate fee for train) will be available for the purpose of loading and unloading passenger's ten minutes prior and ten minutes following the chartered time without additional charge. The Operator reserves the right to substitute the rolling stock, but will usually notify the Chartering Party. Trains are subject to delays at no fault to the Operator. The total number of passengers is estimated to be 80 people and will be finalized by date 10 business days prior to excursion dates. Estimated schedule is as follows:

- 8:30am Get on train in Lakeside and ride to Depot (we need to pickout the exact spot)
- 9:30 Underground Theater Performance - we'll arrive about 9:10am on the train (This part is coordinated with Duluth Playhouse)
- 10:45 Lunch in the Great Hall or a location TBD in Depot (or on your own at Bayfront)
- 11:35 Tour the Trains
- 12:30 Take train back to Lakeside (pending return of previous train, which arrives at 12:30)

**FEES**

The Chartering Party agrees to pay the total sum of ~~\$320~~ this is a price of: \$200 for the train, discounted by \$300 to supplement the buss costs. As well as \$4 per student for the museum x 80 = \$320. This amount could fluctuate and will be finalized atleast 24 hours before the event date. This cost includes a roundtrip excursion to Duluth Depot.

**DEPOSIT**

A signed copy of this contract must be returned. The deposit of \$260 (1/2 total costs) is due within 3 months of the charter event. The remaining amount is due upon arrival prior to departure. Failure by the Chartering Party to return a signed copy of this agreement and the deposit by the due date will result in the cancellation of the reservation date at the sole discretion of the Operator without notification to the Chartering Party.

**PAYMENT**

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

**CANCELLATION & REFUNDS**

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

**CONDITIONS**

The Chartering Party assumes responsibility for the maintenance of order and the conduct of passengers aboard the rolling stock during the terms of this excursion and shall not engage in or permit guests brought aboard the rolling stock by the Chartering Party to engage in any unlawful acts or to cause damage to any of the Operators equipment. The Chartering Party agrees to indemnify and hold the Operator harmless from any loss or claim of loss or damage which the Operator might incur as a result of failure by the Chartering Party to observe the conditions of this agreement. Any violation of this Charter Agreement by the Chartering Party shall enable the Operator to terminate this agreement. If such a violation occurs while the rolling stock is underway, the Operator may proceed immediately to the station and all passengers will disembark. A termination of this agreement while underway shall result in the forfeiture of the Charter fee and in some cases results in additional penalty fees for broken or damaged equipment. Any extension of the Charter period, once the excursion is underway, shall be made only with the consent of the Business and Operations Managers.

Bill Hanson  
 CHARTERING PARTY AGENT signature  
Bill Hanson, CFO  
 CHARTERING PARTY AGENT print name

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

Date: 5/24/16

Date: 5/9/2016

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

**WADE STADIUM  
NON-EXCLUSIVE  
USE AGREEMENT**

THIS AGREEMENT, by and between the City of Duluth, a municipal corporation under the laws of the State of Minnesota, hereinafter known as the "City," and Independent School District #709 – Denfeld High School, hereinafter referred to as "User Group."

WHEREAS, City is the owner of a baseball stadium facility located generally at 34th Avenue West and Second Street in the City of Duluth, St. Louis County, Minnesota, commonly known as "Wade Stadium," which includes a walled baseball field, dugouts, bullpens, parking, and a grandstand that contains public seating and washrooms and ticketing facilities. Wade Stadium and the foregoing amenities are shown on the attached Exhibit A and are collectively hereinafter referred to as the "Stadium."

WHEREAS, User Group desires to use the Stadium for its baseball program.

WHEREAS, it is the desire of the City to coordinate and allow the cooperative use of the Stadium by as many groups as possible.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, City does hereby grant to User Group the non-exclusive rights to use the Stadium subject to the terms and conditions hereinafter set forth:

1. ADMINISTRATION.

For purposes of administering this Agreement, the City shall act through its Manager of Parks and Recreation or designee (the "Manager"). User Group shall act through its Athletic Director or designee.

2. GRANT OF RIGHTS.

a. Subject to the terms and conditions of this Agreement, City hereby grants to User Group during the right to use the Stadium and facilities described herein, together with one (1) stationary batting cage, one (1) portable batting cage and automatic scoreboard and public address sound system, hereinafter collectively referred to as the "Equipment," for the playing of baseball and other activities connected with baseball. The use of the Stadium shall not include access to or the use of concession areas in the Stadium's grandstand area, nor the locker rooms.

b. User Group accepts that City grants the use of the Stadium without warranty of any kind, express or implied, of its fitness for User Group's use or suitability for a particular purpose and User Group accepts the premises "as is."



3. USE OF STADIUM.

- a. User Group may only use Stadium for baseball.
- b. No later than February 1, 2016, User Group shall provide to City its proposed use schedule of the Stadium and field facilities for games and practices during the upcoming season. No later than March 1, 2016, City shall furnish to User Group an anticipated schedule for the dates and times when User Group will be allowed to use the Stadium ("User Group Schedule"). A copy of User Group Schedule is attached to this Agreement as Exhibit B. City may modify the schedule as it deems appropriate or necessary including reducing or increasing the times or dates when User Group will be entitled to use the Stadium. User Group agrees to work with the other user groups to coordinate, when possible, to ensure optimum use of the Stadium, and adjoining facilities.
- c. City shall have ultimate control of the scheduling of various users of the Stadium. User Group agrees that it will use the Stadium only in conformance with the schedule for the use thereof approved by the City.
- d. User Group agrees that it will provide supervision of its program participants and spectators by an adult User Group representative competently trained as appropriate for the activity.
- e. User Group is authorized to use the existing automatic scoreboard and public address sound system at the Stadium during times immediately before, during, and after baseball games played by User Group at the Stadium. Prior to any use of said equipment, User Group shall provide to the City the names of persons it intends to operate the scoreboard and sound system for his or her approval together with evidence of their qualifications to properly operate it. User Group shall allow only persons who have been previously approved in writing by the City to operate the scoreboard and sound system. User Group shall be responsible for turning off the scoreboard and sound system used by it after each use, for returning to its proper place of storage and for securing it.
- f. All Equipment used by User Group shall be used in accordance with its design and intended use and shall be responsible for any damage occurring during User Group's use.
- g. User Group agrees to comply with the Usage Guidelines attached to this Agreement as Exhibit C. City reserves the right to modify the Usage Guidelines in writing from time to time and will provide User Group with the modified Usage Guidelines that shall be binding upon User Group. User Group shall provide its game opponent with a copy of the Usage Guidelines and shall use best efforts to ensure its opponent's compliance. User Group shall be responsible for any damage caused by or resulting from the opposing team.
- h. User Group specifically agrees that, in its use of the playing field and related areas, it will follow best practices to appropriately utilize said facilities and, in particular, will use its best efforts to minimize or eliminate to the extent practical any damage to the field and related areas.

i. User Group shall insure that the Stadium is kept clean and in an orderly condition and that all paper, garbage, and other debris has been picked up and is deposited in the appropriate receptacles.

j. User Group shall promptly notify the City in writing of any incident of injury or loss or damage to the Stadium of City or any User Group participants or invitees occurring within the premises during its use of the facilities. Such written report shall be in a form acceptable to the City's Claims Investigator and Adjuster. A copy of the City's form of Incident Report is attached hereto as Exhibit D.

#### 4. FEE AND REFUNDS.

a. A copy of the City's current Fee Schedule is attached as Exhibit E. User Group will pay the City the total use fee of Seven Thousand Three Hundred and Eighty-nine and no/100th Dollars (\$7,389.00) as outlined on Exhibit B (the "Usage Fee"). User Group will pay the Usage Fee in full on or before April 30, 2016, rental payments shall be deposited in Fund 210, Agency 030, Organization 3190, Revenue Source 4625-04. Such rental payments shall be due absolutely without right of set-off or any other reduction for any reason whatsoever. User Group agrees to pay interest at a rate of 1.5% per month (18% per annum), on all past due balances due to the City. User Group agrees to pay any collection costs, including but not limited to court costs, collection fees, and attorney' fees.

b. In case of inclement weather, User Group may not use or occupy Stadium. If the Stadium is closed by City due to inclement weather, then User Group shall be entitled to a refund as set forth in the Cancellation Policy attached as Exhibit F. City shall have final authority to determine inclement weather requiring Stadium closure.

#### 5. TERM.

Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on January 1, 2016, and expire on June 30, 2016, unless sooner terminated as provided for herein.

#### 6. TERMINATION.

a. **WITHOUT CAUSE.** City may terminate this Agreement without cause by providing at least thirty (30) calendar days' written notice to User Group.

b. **FOR CAUSE.** City may terminate this Agreement for the material breach by User Group of any provision of this Agreement, including its Exhibits, if such breach is not cured to the satisfaction of City within seven days of delivery of a written notice by City (or such longer time as specified in the notice). The notice shall identify the breach and the necessary actions to remedy the breach.

c. IMMEDIATELY BY CITY. City may terminate this Agreement immediately on notice to User Group if City believes in good faith that the health, welfare, or safety of Stadium, occupants, or neighbors would be placed in immediate jeopardy by the continuation User Group's operations.

d. SURRENDER POSSESSION. Upon termination of this Agreement, User Group agrees to surrender possession of Stadium to City in as good condition and state of repair as said Stadium were in at the time User Group took possession, acts of God excepted.

## 7. INSURANCE.

a. During the term of this Agreement, User Group shall have such coverage as will protect User Group and the City against risk of loss or damage to the Stadium and against claims that may arise or result from the maintenance and use of the Stadium during the Agreement Term. User Group shall procure and maintain continuously in force Public Liability Insurance written on an "occurrence" basis under a Comprehensive General Liability Form in limits of not less than \$1,500,000 aggregate per occurrence for personal bodily injury and death and limits of \$1,500,000 for Stadium damage liability. Insurance required in this Agreement shall be taken out and maintained in responsible insurance companies organized under the laws of the states of the United States and licensed to do business in the State of Minnesota. Insurance shall cover public liability including premises and operations coverage, independent contractors - protective contingent liability, personal injury, contractual liability covering the indemnity obligations set forth herein, and products – completed operations. User Group shall provide to City Certificates of Insurance evidencing said. The Certificates of Insurance shall name City as additional insured.

b. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the User Group's interests and liabilities. City officials are granted the authority to refuse to execute this Agreement upon default by User Group of the requirements of this paragraph.

## 8. HOLD HARMLESS AND INDEMNIFICATION.

a. User Group hereby agrees to indemnify, save harmless, and defend the City and its officers, agents, servants, and employees from and against any and all claims, suits, loss, judgments, costs, damage, and expenses asserted by any person by reason of injury to or death of any and all persons, including employees or agents of the City or User Group, and including any and all damages to property to whomsoever belonging, including property owned by, leased to, or in the care, custody, and control of User Group arising out of, related to or associated with the use, management, maintenance or operation of the premises by User Group or performance of its obligations under this Agreement.

b. User Group will indemnify the City for any damage to any City property at Stadium caused by User Group, its agents, volunteers, employees, and invitees.

9. INDEPENDENT RELATIONSHIP.

a. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting User Group as agents, representatives or employees of the City for any purpose or in any manner whatsoever. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.

b. User Group's employees shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of User Group while so engaged and any and all claims whatsoever on behalf of User Group arising out of employment or alleged employment, including without limitation, claims of discrimination against the City, or its officers, agents, contractors or employees shall in no way be the responsibility of the City. User Group and its officers and employees shall not be entitled to any compensation or rights or benefits of any hospital care, sick leave and vacation pay, Workers Compensation, Unemployment Insurance, disability pay or severance pay.

10. RECORDS RETENTION.

User Group agrees to maintain all Stadium records during this Agreement and for six (6) years after its termination or expiration.

11. GOVERNMENT DATA PRACTICES.

User Group shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the City under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by User Group under this Agreement. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this clause by User Group. If User Group receives a request to release the data referred to in this clause, User Group must immediately notify the City and consult with the City as to how User Group should respond to the request. User Group agrees to hold the City, its officers, and employees harmless from any claims resulting from the User Group's unlawful disclosure or use of data protected under state and federal laws.

12. NOTICES.

Unless otherwise provided herein, notice to the City or User Group shall be sufficient if sent by regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time.

City of Duluth  
Attn: Parks and Recreation Manager  
411 W. First Street, Ground Floor  
Duluth, Minnesota 55802

ISD 709 - Denfeld High School  
Attn: Athletic Director  
4405 W. 4th Street  
Duluth, Minnesota 55807

13. CITY ACCESS.

a. User Group shall permit the City, and its designees, to access and inspect the Stadium at any time. User Group shall not change the locks or otherwise prohibit or inhibit City access to any portion of the Stadium.

b. City shall be exclusively responsible for the design and designation of keying systems, lock changes, key fabrication and key distribution. User Group shall comply with City's Key Control Policy, a copy of which shall be provided to Agency, and is subject to unilateral change by City during this Agreement.

c. User Group shall not make copies of Stadium keys. All keys shall be promptly returned to the City upon termination or expiration of this Agreement.

14. GENERAL TERMS AND CONDITIONS.

a. User Group agrees that it will obey all laws, rules, and regulations applicable to its use of or occupancy of the Stadium and to use its best efforts to insure that its players, coaches, employees and invitees so conform to such requirements. In addition, User Group agrees to procure at its expense all licenses and permits necessary for carrying out the provisions of this Agreement.

b. User Group agrees that it will not sublet the Stadium, or any part thereof, and will not assign this lease or any interest therein, nor permit such lease to become transferred by operation of law or otherwise, and that no act or acts will be done or suffered whereby the same may be or become sublet or assigned in whole or in part.

c. This Agreement, together with all of its terms, covenants, and conditions is made in the State of Minnesota and is to be interpreted in accordance with the laws of the State of Minnesota.

d. User Group agrees that it shall neither assign nor transfer any rights or obligations under this Agreement.

e. The waiver by the City or User Group of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.

f. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

g. This Agreement is to be construed and understood solely as an agreement between the parties hereto and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that they are a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties hereto.

h. This Agreement and Exhibits are the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon. This Agreement shall supersede all prior negotiations, understandings or agreements.

i. There are no representations, warranties or stipulations, either oral or written, not herein contained.

j. No amendments to this Agreement shall be binding unless such amendment is in writing and executed with the same formality and approvals as this Agreement. This Agreement may be amended only by a written instrument signed by both parties.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first shown below.

CITY OF DULUTH

INDEPENDENT SCHOOL DISTRICT #709

By: \_\_\_\_\_  
Mayor

By: W. C. Hanson

Attest: \_\_\_\_\_  
City Clerk

Its: CFD

Dated: 5/9/16

Dated: \_\_\_\_\_

Countersigned:

\_\_\_\_\_  
City Auditor

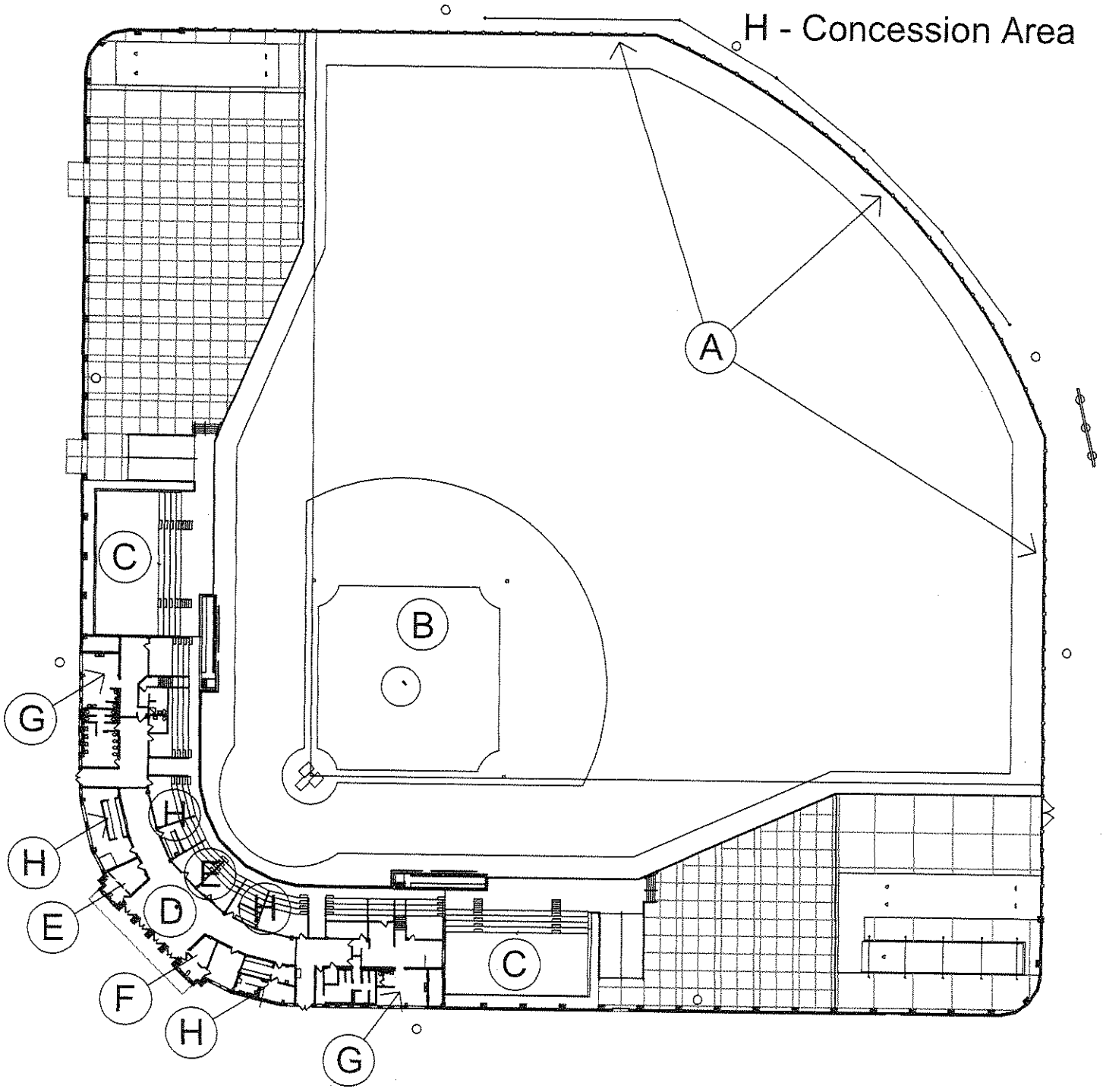
Approved as to form:

\_\_\_\_\_  
City Attorney

**EXHIBIT A**

**WADE STADIUM  
DULUTH, MN**

- KEY**
- A - Advertising Space
  - B - Playing Field
  - C - Stadium Grandstand
  - D - Joint Use Facilities
  - E - Storage Area
  - F - Huskie's Office Space
  - G - Locker Rooms
  - H - Concession Area





# EXHIBIT B

Denfeld Baseball Invoice

3/26/2016	Practice	11am-1pm	\$150.00
3/31/2016	Practice	7pm-9pm	\$150.00
4/4/2016	Practice	4pm-7pm	\$225.00
4/5/2016	Practice	field 5	\$25.00
4/6/2016	Practice	field 5	\$25.00
4/7/2016	Practice	7pm-9pm	\$150.00
4/8/2016	Practice	7pm-9pm	\$150.00
4/11/2016	Practice	7pm-9pm	\$150.00
4/12/2016	Practice	field 5	\$25.00
4/13/2016	Practice	7pm-9pm	\$150.00
4/14/2016	Game		\$205.00
	Game	field 5	\$25.00
4/15/2016	Practice	7pm-9pm	\$150.00
4/18/2016	Practice	field 5	\$25.00
4/20/2016	Practice	4pm-6pm	\$150.00
4/22/2016	Practice	7pm-9pm	\$150.00
4/23/2016	Game DH		\$380.00
4/25/2016	Practice	field 5	\$25.00
4/26/2016	Practice	6pm-8pm	\$150.00
4/27/2016	Practice	field 5	\$25.00
4/29/2016	Practice	7pm-9pm	\$150.00
5/2/2016	Game DH		\$380.00
5/4/2016	Practice	4pm-6pm	\$150.00
5/6/2016	Game		\$205.00
	Game	field 5	\$25.00
5/7/2016	Practice	field 5	\$25.00
5/9/2016	Practice	field 5	\$25.00
5/10/2016	Game		\$205.00
	Game	field 5	\$25.00
	lights	field 5 2hr	\$120.00
5/11/2016	Practice	field 5	\$25.00
5/12/2016	Practice	field 5	\$25.00
5/14/2016	Practice	field 5	\$25.00
5/16/2016	Game DH		\$380.00
5/17/2016	practice	4pm-8pm	\$300.00
5/18/2016	Practice	4:30pm-7:30pm	\$225.00
5/19/2016	Practice	4pm-6pm	\$150.00
5/20/2016	Game		\$205.00
5/21/2016	Practice	4pm-6pm	\$150.00
5/24/2016	Game		\$205.00
	Game	field 5	\$25.00
5/25/2016	Game DH		\$380.00
5/26/2016	Practice	field 5	\$25.00
5/27/2016	Practice	4pm-6pm	\$150.00
5/28/2016	Practice	4pm-6pm	\$150.00
5/30/2016	Practice	4pm-6pm	\$150.00
6/1/2016	Practice	4pm-6pm	\$110.00
6/3/2016	Practice	4pm-6pm	\$110.00
6/11/2016	Practice	field 5	\$25.00
6/13/2016	Practice	field 5	\$25.00
6/14/2016	Practice	field 5	\$25.00
6/15/2016	Practice	field 5	\$25.00
	Total		\$6,685.00

Denfeld Softball Invoice

4/4/2016	Practice	Field 6/7	\$50.00
4/5/2016	Practice	Field 6/7	\$50.00
4/6/2016	Practice	Field 6/7	\$50.00
4/8/2016	Practice	Field 6/7	\$50.00
4/11/2016	Practice	Field 6/7	\$50.00
4/12/2016	Practice	Field 6/7	\$50.00
4/13/2016	Practice	Field 6/7	\$50.00
4/14/2016	Practice	Field 6	\$25.00
4/18/2016	Practice	Field 6	\$25.00
4/20/2016	Practice	Field 6/7	\$50.00
4/21/2016	Game	Field 6/7	\$50.00
4/25/2016	Practice	Field 6/7	\$50.00
4/26/2016	Game	Field 6/7	\$50.00
4/27/2016	Practice	Field 6/7	\$50.00
4/29/2016	Practice	Field 6/7	\$50.00
5/2/2016	Practice	Field 6/7	\$50.00
5/3/2016	Practice	Field 6/7	\$50.00
5/4/2016	Practice	Field 6	\$25.00
5/6/2016	Practice	Field 6/7	\$50.00
5/7/2016	Practice	Field 6/7	\$50.00
5/8/2016	Practice	Field 6/7	\$50.00
5/9/2016	Game	Field 6/7	\$50.00
5/10/2016	Game	Field 6	\$25.00
5/11/2016	Practice	Field 6/7	\$50.00
5/12/2016	Game	Field 6	\$25.00
5/13/2016	Practice	Field 6/7	\$50.00
5/18/2016	Practice	Field 6/7	\$50.00
5/19/2016	Practice	Field 6	\$25.00
5/20/2016	Game	Field 6/7	\$50.00
5/23/2016	Practice	Field 6	\$25.00
5/24/2016	Practice	Field 6	\$25.00
5/25/2016	Practice	Field 6	\$25.00
5/26/2016	Practice	Field 6	\$25.00
5/27/2016	Practice	Field 6	\$25.00
5/30/2016	Practice	Field 6	\$25.00
5/31/2016	Practice	Field 6	\$25.00
6/1/2016	Practice	Field 6	\$25.00
6/3/2016	Practice	Field 6	\$25.00
	Total		\$1,525.00

Baseball and Softball Total

Baseball Total	\$6,685.00
Softball Total	\$1,525.00
Subtotal	\$8,210.00
10% Discount	821
Total	\$7,389.00

## EXHIBIT C

# WADE STADIUM USAGE GUIDELINES

It is the responsibility of the field representative and/or individual identified as the person on the permit to enforce the rules and regulations regarding the conduct of the group while using Wade Stadium. These rules include, but are not limited to:

### PRACTICE/BATTING PRACTICE/INFIELD DRILLS

- A hitting mat is to be used in the batters' and catchers' boxes during batting practice and all non-game/scrimmage situations.
- Protective matting is to be used in the catchers' area of bullpens.
- A pitching platform is to be used by the pitcher during batting practice
- Protective matting is to be used by hitters during practice and "infield" drill
- Move repetitive drills to various areas of the field to minimize wear patterns

### FOOTWEAR

- Clean (free of mud) athletic shoes are required.
- **In all game and non-game situations only plastic or molded spikes may be worn by players.**

### FOOD & BEVERAGES

- No food including sunflower seeds, peanuts, gum or any form of tobacco are allowed on the turf surface.
- No sunflower seeds in the seating area, dug-outs or on the field. Users will be held responsible for sunflower seeds getting on to the turf surface as a result of their usage of the field, which could include a fine and responsibility for repair of damage to the turf field system.
- Please do not spit on artificial turf
- Clear water in bottles or coolers with water are the only beverage permitted on the field. Absolutely no coffee, soda pop, alcohol, or colored drinks including sport drinks are permitted on the field
- No glass containers allowed on turf

### FIELD CARE

- Groups shall inspect the fields/facility prior to and subsequent to each use to determine whether condition are safe and/or appropriate for any intended use. Groups shall promptly advise the Manager of any unsafe/dangerous condition.
- Field use begins and ends at the times stated on the permit, including inspections, set-up and clean-up. Groups are not allowed on the fields prior to the start time stated on the permit and are required to exit the fields and have adjacent areas cleaned up at the ending time indicated on the permit.
- Property boundary walls and fences are not to be used as backstops at any time. No hitting or kicking balls into backstops or fences. No climbing of fences.
- No unauthorized tents, chairs, or shade structures will be allowed on the turf surface.
- Only free standing field markers and sports equipment may be used on the turf surface. No stakes, posts, poles, or markers of any kind may be driven into the turf surface.
- Wheeled devices, including but not limited to motorized vehicles, bikes, wagons, inline skates, scooters and skateboards are not allowed on the turf.
- No paint, chalking, tape or other adhesive material is permitted without prior approval.
- Golfing or other non-authorized use is prohibited on the turf surface.
- Animals are NOT ALLOWED inside the turf area. (Official guide or therapy animals on duty allowed.)

### WASTE/CLEAN-UP

- Disposal of recyclables must comply with the City's and Western Lake Superior Sanitary District (WLSSD)'s reasonable guidelines relating to recycling, energy efficiency and maintenance of the premises. A copy of the current guidelines is attached to this Exhibit C.
- Please dispose of all garbage in trash cans.

**EXHIBIT D**

**City of Duluth Incident/Injury Report**

**Supervisor to complete within 24 hours of incident/injury. If injury required treatment by a medical provider, attach medical documentation. Completed forms should be emailed to [accidentreporting@duluthmn.gov](mailto:accidentreporting@duluthmn.gov).**

Date of incident/injury: _____	<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee	Department/Division: _____
Choose one that best describes this claim: <input type="checkbox"/> Incident only, no medical care <input type="checkbox"/> Medical only, no lost time <input type="checkbox"/> Injury includes lost time		
Initial treatment sought: <input type="checkbox"/> Hospital ER <input type="checkbox"/> Clinic <input type="checkbox"/> Refused to see MD / None	Doctor/clinic name, address, phone number: _____	

Last name: _____	First name: _____	MI: _____	SSN: _____
Address: _____			
City: _____	State: _____	Zip code: _____	Phone: _____
Date of hire: _____	Occupation: _____	Date of birth: _____	
		Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female	

Did injury occur on employer's premises? <input type="checkbox"/> Yes <input type="checkbox"/> No	Name and address of the place of the occurrence: _____
---	--

Time employee began work: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	Time of injury: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	
Date employer notified of injury: _____	Date employer notified of lost time: _____	
First date of any lost time: _____	Return to work date: _____	RTW with restrictions: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

Describe the nature of the illness or injury. Be specific. Include body parts affected.

\_\_\_\_\_

Describe the activities when injury occurred with details of how it happened.

\_\_\_\_\_

What tools, equipment, machines, objects and/or substances were involved?

\_\_\_\_\_

Incident investigation conducted: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date supervisor notified: _____	Date report completed: _____
Supervisor name: _____	Supervisor phone number: _____	

Names and phone numbers of witnesses: \_\_\_\_\_

Incident was a result of:  safety violation  machine malfunction  product defect  motor vehicle accident  N/A

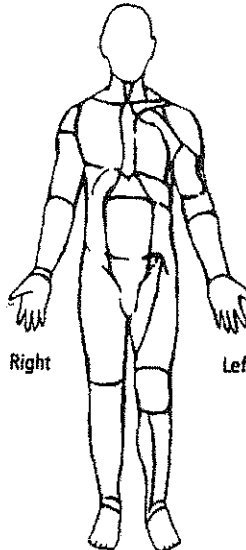
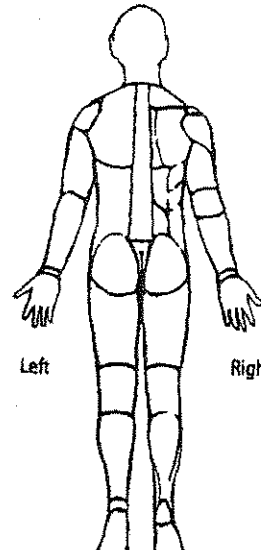
Supervisor comments:

\_\_\_\_\_

What actions have been taken to prevent recurrence?

\_\_\_\_\_

## EXHIBIT D City of Duluth Incident/Injury Report

<p><b>CAUSE</b></p> <p><input type="checkbox"/> Slip and fall</p> <p><input type="checkbox"/> Struck by equipment</p> <p><input type="checkbox"/> Lifting or moving</p> <p><input type="checkbox"/> Caught (in, on, or between)</p> <p><input type="checkbox"/> Needle puncture</p> <p><input type="checkbox"/> Object in eye (<input type="checkbox"/> Right <input type="checkbox"/> Left)</p> <p><input type="checkbox"/> Repetitive/overuse</p> <p><input type="checkbox"/> Other (specify): _____</p> <p><b>TYPE OF INJURY</b></p> <p><input type="checkbox"/> Scrape/bruise</p> <p><input type="checkbox"/> Sprain/strain</p> <p><input type="checkbox"/> Puncture wound</p> <p><input type="checkbox"/> Cut/laceration</p> <p><input type="checkbox"/> Concussion</p> <p><input type="checkbox"/> Bite</p> <p><input type="checkbox"/> Chemical burn/rash/breathing difficulties</p> <p><input type="checkbox"/> No apparent injury</p> <p><input type="checkbox"/> Other (specify): _____</p>	<p style="text-align: center;"><b>MARK AREAS OF INJURY BELOW:</b></p> <p style="text-align: center;">Areas can be marked by typing an "X" in the text box wherever needed.</p> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <p><b>Front</b></p>  </div> <div style="text-align: center;"> <p><b>Back</b></p>  </div> </div>
---	---

COMPLETE FOR VEHICLE, EQUIPMENT, OR PROPERTY DAMAGE				
<p><b>For vehicle accidents: Attach sketch and additional information of how vehicle accident occurred. Include street names, direction of travel, locations of vehicles, objects and traffic control devices (↑ North)</b></p>				
Incident Location: _____			Time of incident: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	
Police called: <input type="checkbox"/> Yes <input type="checkbox"/> No		Police Traffic Accident Report ICR #: _____		
<b>City vehicle, property, or equipment involved</b>	Description: _____			
	Vehicle #: _____	Make/Model: _____	Year: _____	
	Describe damage: _____			
<b>Non-city vehicle, property, or equipment involved</b>	Owner full name: _____			<input type="checkbox"/> Driver <input type="checkbox"/> Passenger <input type="checkbox"/> Other
	Owner address: _____			
	Owner phone number: _____		Vehicle license #: _____	
	Make/Model: _____		Color: _____	Year: _____
	Describe damage: _____			
<p><b>Weather conditions:</b></p> <p><input type="checkbox"/> Clear <input type="checkbox"/> Wind</p> <p><input type="checkbox"/> Rain <input type="checkbox"/> Cloudy</p> <p><input type="checkbox"/> Fog <input type="checkbox"/> Sleet</p> <p><input type="checkbox"/> Snow</p>		<p><b>Roadway conditions:</b></p> <p><input type="checkbox"/> Dry <input type="checkbox"/> Mud</p> <p><input type="checkbox"/> Wet <input type="checkbox"/> Paved</p> <p><input type="checkbox"/> Snow <input type="checkbox"/> Unpaved</p> <p><input type="checkbox"/> Ice</p>		<p><b>Light conditions:</b></p> <p><input type="checkbox"/> Night</p> <p><input type="checkbox"/> Day</p> <p><input type="checkbox"/> Good</p> <p><input type="checkbox"/> Poor</p>
<p>Approximate temperature: _____ °F</p> <p>Estimated speed: _____ mph</p> <p>Vehicle: <input type="checkbox"/> Loaded <input type="checkbox"/> Empty</p> <p>What was load: _____</p> <p>Drug and/or alcohol test? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>				

The Incident/Injury Form should be printed and signed by supervisor and employee. Completed forms can be scanned to [accidentreporting@duluthmn.gov](mailto:accidentreporting@duluthmn.gov).

Supervisor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT E**



**WADE STADIUM RENTAL FEE SCHEDULE**

**2-7 INNINGS**

Double Header

Day

Night

Single

Day

Night

**USAGE**

Spring

Summer/Fall

\$380

\$255

\$430

\$280

\$205

\$130

\$230

\$145

**9 INNINGS**

Double Header

Day

Night

Single

Day

Night

\$455

\$280

\$510

\$305

\$255

\$155

\$280

\$180

**USAGE FEE**

All Day Tournament

Per Hour

\$560

\$480

\$75

\$55

**\*\*2016 Fee Schedule\*\***

## EXHIBIT F

# Cancellation Policy Wade Stadium and Wheeler Field Athletic Complex

### Inclement Weather Field Closures

The City of Duluth's Buildings & Grounds Maintenance Supervisor or designee reserves the right to close Wade and Wheeler facilities/fields due to inclement weather. In case of inclement weather, the scheduled field/facilities are not to be used. Be aware that if organizations use the field/facility during inclement weather, you and your organization will be held responsible for any and all damages that may occur as a result of such use including repair costs and lost revenue due to prolonged closure. It is the user group's responsibility to call the League Hotline at (218) 730-4321 to verify field closures.

### Payments/Refund Policy

All payment of fees must occur before use of the Facility.

### General Refund Criteria

#### Type Of Refunds:

#### Refund

Use of facilities/field rental cancelled by City's Buildings & Grounds Maintenance Supervisor as a result of field conditions.

100% refund

Use of facilities/field rental cancelled by User Group.

Refund to be issued:

- 30 days or more prior to first day of use – 100%
- 14-29 days prior to first day of use – 50%
- Less than 14 days prior to first day of use – No refunds except cancellations due to Cold Weather Game Day Policy shown below.

Use of facilities/field rental cancelled due to Cold Weather Game Day Policy. Applies to games and practices.

100% refund

#### **Cold Weather Game Day Policy:**

It is recommended that all conference games will not be started if the "feels like temperature" is at or below 32 degrees Fahrenheit. The official source for the "feels like temperature" is [www.weather.com](http://www.weather.com). The game may still be played if both coaches are in agreement, but the "feels like temperature" is not reached. Once a game is started, the umpire-in-chief along with the on-side administrator will be the judge as to the suspension, resumption or termination of the play due to poor weather.

Duluth Public School District AND  
Rupp, Anderson, Squires & Waldspurger, P.A.

AGREEMENT FOR PURCHASE OF SERVICE FOR INSERVICE on May  
11, 2016

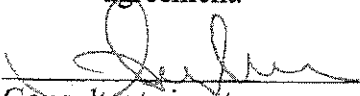
The following is an Agreement between Rupp, Anderson, Squires & Waldspurger, P.A. (hereafter referred to as The CONSULTANT) and Duluth Public Schools, ISD 709 (hereafter referred to as the DISTRICT). This Agreement shall be effective from May 9 – 31, 2016.

1. The CONSULTANT Agrees:
  - A. Services provided by the CONSULTANT will be for the purpose of presenting at the in-service, "Administration Legal Topics" on May 11, 2016.
  
2. The DISTRICT Agrees:
  - A. To pay the CONSULTANT a fee of \$1500 for in-person presentation from 8:30 a.m. – 12:30 p.m. on May 11, 2016. Fee includes travel time, presentation time and approximately one hour of prep time. Total amount to be paid will be \$1500.
  
3. CANCELLATION


This agreement may be cancelled by the CONSULTANT or the DISTRICT at any time, with or without cause, upon 30 days written notice. In the event of such a cancellation, the CONSULTANT shall be entitled to payment, determined on a pro rata basis, for work performed to the DISTRICT satisfaction.
  
4. AMENDMENTS

Amendments must be in writing and indicate approval by both parties to the amended terms.
  
5. STATE AUDIT

The books, records, documents and accounting procedures of the CONSULTANT and its employees relevant to this agreement must be made available to the state for a minimum of 6 years from the end of the agreement.

  
\_\_\_\_\_  
Consultant signature

5/9/16  
\_\_\_\_\_  
Date Signed

  
\_\_\_\_\_  
Duluth Public Schools, ISD 709

5/9/16  
\_\_\_\_\_  
Date Signed

# Renaissance Learning™, Inc. Application Hosting Agreement

**1. Recitals and Definitions.** This application hosting agreement ("Agreement") is made between Renaissance Learning, Inc. ("RLI") and Duluth School District 709, Duluth, MN ("Customer"). Customer desires RLI to provide an application hosting service for certain RLI software licensed by Customer ("Hosted Application(s)"), which is installed on servers located within the RLI hosting network and accessed by Customer via the Internet, and RLI desires to provide such application hosting service to Customer pursuant to the terms and conditions found in this Agreement. NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, it is hereby agreed between the parties as follows:

**2. Description of Application Hosting Services ("Hosting Services").** RLI shall provide access to the Hosted Application for those schools in the Customer's district that have purchased Hosting Services from RLI, as evidenced by a Customer purchase order or a quote accepted by Customer ("Order") which shall be deemed to be part of this Agreement. This Agreement solely covers the installation and use of separately licensed applications via the RLI hosting network. No license to use any software is explicitly stated or implied within this Agreement, all software applications must be licensed separately. License terms are contained within each Hosted Application and must be accepted by Customer in each respective application.

**3. Access to Hosted Application.** Access rights granted to Customer shall be limited to those access rights necessary to use the functions provided in the Hosted Application. RLI reserves the right to restrict or prevent access to (i) any and all functions that access critical server or system resources; (ii) directly modify the Hosted Application directories or database; or (iii) violate the terms of any Hosted Application software license agreement. RLI will provide Customer with an administrative logon ID and other information necessary to: connect to, access, and, use the Hosted Application.

**4. Customer Responsibilities and Acknowledgements.** Customer agrees and understands that:

- (i) The Hosted Application will be housed at an RLI chosen facility, and will operate on servers determined by RLI;
- (ii) Under this Agreement, RLI will only provide the services described in paragraph 2 and 3 above;
- (iii) Customer covenants that it will purchase, has purchased, or has otherwise legally obtained licenses for each Hosted Application, and represents to RLI that it has the right and power to enter into this Agreement;
- (iv) Customer will only use the Hosted Applications in accordance with the software license agreement terms, will not make any Hosted Application available to any third party and, in particular will not allow Accelerated Reader quizzes to be taken from outside Customer's school or district facilities.
- (v) Use of computer technology, public utilities and the internet are inherently subject to uncertainties and there can be no assurances that the Hosting Services will be uninterrupted, error-free, virus free, without slow response time, or completely secure; and,
- (vi) Nothing in this Agreement shall be construed as granting Customer any additional rights to any Hosted Application, or as modifying any software license agreement.

**5. Term, Termination and Renewal.** This Agreement shall be effective as of the date of Customer's Order and continue for the period of the Hosting Services purchased. If Customer purchases an additional period of Hosting Services, this Agreement will apply to that subsequent period. Either party may terminate this Agreement upon 60 days written notice to the other party. Customer access to the Hosted Application will be discontinued upon the effective date of termination.

**6. Confidentiality.** In accordance with FERPA, RLI shall not disclose any personally identifiable student records from the Hosted Application's database to any third party except: (i) if required by law or valid court order, (ii) as directed in writing by Customer or, (iii) as permitted elsewhere in this agreement. RLI and its contractors may use data in the Hosted Application's database: (i) to maintain and improve application performance or functionality, (ii) for general research and, (iii) for other valid purposes. Any contractors of RLI shall be subject to the same obligation of confidentiality as RLI.

Customer will not disclose to any third party any confidential or proprietary information of RLI or any technical information relative to the setup and security of the Hosting Service including but not limited to Hosting Service Internet addresses, passwords, Internet URL's, Virtual Private Network setup and encryption key information, unless such disclosure is approved in writing by RLI.

**7. Disclaimer of Warranties.** ALL SERVICES PROVIDED PURSUANT TO THIS AGREEMENT ARE PROVIDED OR PERFORMED ON AN "AS IS" BASIS, AND CUSTOMER USE OF THE SERVICES IS SOLELY AT ITS OWN RISK. CUSTOMER'S EXCLUSIVE REMEDY IS TERMINATION AS SET FORTH IN PARAGRAPH 5 OF THIS AGREEMENT. RLI DOES NOT MAKE, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A



PARTICULAR PURPOSE. RLI DOES NOT WARRANT THAT THE SERVICES PROVIDED HEREUNDER WILL BE UNINTERRUPTED, ERROR-FREE, WITHOUT SLOW RESPONSE TIME, OR COMPLETELY SECURE. IN NO EVENT SHALL RLI BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSSES, LOST PROFITS, LOST OR STOLEN DATA, DAMAGES, DELAYS INTERRUPTIONS, OR VIRUSES ARISING OUT OF OR RELATED TO THIS AGREEMENT REGARDLESS OF THE BASIS OF THE CLAIM. NOTWITHSTANDING ANYTHING TO THE CONTRARY, RLI'S AGGREGATE LIABILITY TO CUSTOMER (INCLUDING ATTORNEY'S FEES), IF ANY, SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID TO RLI BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWO (2) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH CLAIM ACCRUED.

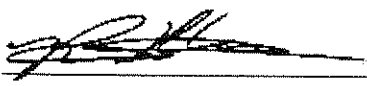
**8. Force Majeure.** Neither party shall be deemed in default or otherwise liable under this Agreement due to its inability to perform its obligations by reason of any fire, earthquake, flood, hurricane, tornado, snowstorm, epidemic, accident, explosion, casualty, virus or other malicious software, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, act of terrorism, or any municipal, county, state or national ordinance or law, or any executive, administrative or judicial order (which order is not the result of any act or omission which would constitute a default hereunder), or any failure or delay of any transportation, power, or communications system or any other or similar cause beyond that party's reasonable control.

**9. Miscellaneous.** This Agreement supersedes all previous agreements between the parties with respect to the subject matter hereof and shall be binding upon the parties, their respective successors, assigns, subsidiaries, affiliates, and administrators. No modification, amendment or waiver of any provision of this Agreement shall be effective unless approved in writing by both parties. The failure of RLI at any time to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of RLI thereafter to enforce each and every provision thereof in accordance with its terms. Customer may not assign its rights or obligations under this Agreement without the written consent of RLI except that this Agreement may be assigned to a successor and it shall be binding upon the successor. This Agreement is freely assignable by RLI. This Agreement shall be governed by the laws of the state of Wisconsin and the exclusive venue for disputes arising out of or related to this Agreement shall be an appropriate state or federal court located in Wisconsin.

This agreement is duly executed by the authorized representatives noted below.

RENAISSANCE LEARNING, INC.

CUSTOMER

Signature: 

Signature: 

Name: Robert R. Case

Name: Bill Hanson

Title: VP-Technical Services

Title: CFO

Date: 4/26/2016

Date: 5/4/16

161520 - Duluth School District 709

Questions on your quote? Please call your Renaissance Learning, Inc. Sales Representative, Nikki Hansen, at (715)424-3636.

# Memorandum

**To:** Kerry Leider  
Bill Hanson

**From:** Dave Spooner *Dave Spooner*

**Date:** April 28, 2016

**Re:** ABE Software Upgrade and Maintenance Subscription

Please find attached an agreement with ABE to provide a 5 year software service agreement and software upgrade for our ABE Energy Management software located at East High School, Homecroft Elementary, and MacArthur Elementary.

I have asked Corey Karren to review, and he has indicated to me that this is standard, appropriate, and typical for District software of this nature. I understand this subscription will consist of an initial server upgrade to current version, and to keep us up to date with software patches and all software upgrades, including security, training, and graphics, when issued during the 5 year term.

Currently we have failed to enter into any agreement for our ABE software for over 4 years now, and with no agreement of this nature we are having major issues efficiently running the software without the proposed upgrades or security enhancements this will provide.

With that, I am recommending we enter into agreement for this 5 year software subscription.

This agreement is payable over the 5 year term as described, for a total 5 year cost of \$16,998.00

Thank you.

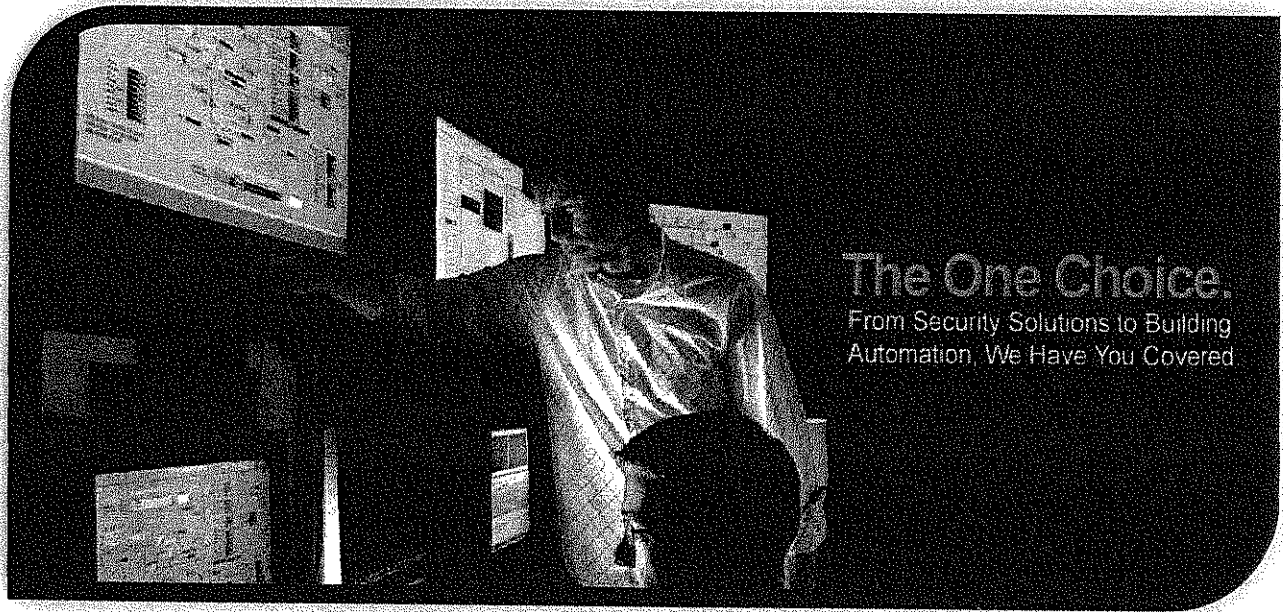
*Bill, I AGREE THIS IS REQUIRED MAINTENANCE.*

*Kerry H. Leider*  
4/28/16



4444 Airpark Boulevard  
Duluth, MN 55811

## EMS UPGRADE PLUS SERVICE AGREEMENT PROPOSAL



*The One Choice.*  
From Security Solutions to Building  
Automation, We Have You Covered

CUSTOMER  
**ISD 709 Duluth Schools**  
730 East Central Entrance  
Duluth, MN 55811

UHL|ABE SCHEDULING/SERVICE  
(218) 727-1767



4444 Airpark Boulevard  
Duluth, MN 55811  
218.727.1767

## Service Upgrade Agreement

### ISD 709 Duluth Schools

730 East Central Entrance  
Duluth, MN 55

**Attention:** Dave Spooner

### Scope of Work

UHL|ABE is pleased to provide ISD 709 Duluth Schools with a (5) year Energy Management System (EMS) upgrade and service maintenance agreement. UHL|ABE will provide inspections to ensure that equipment is operating at optimum peak efficiency. This contract will include a system network controller upgrade with all associated programming.

#### Advantages of an Energy Management System service agreement

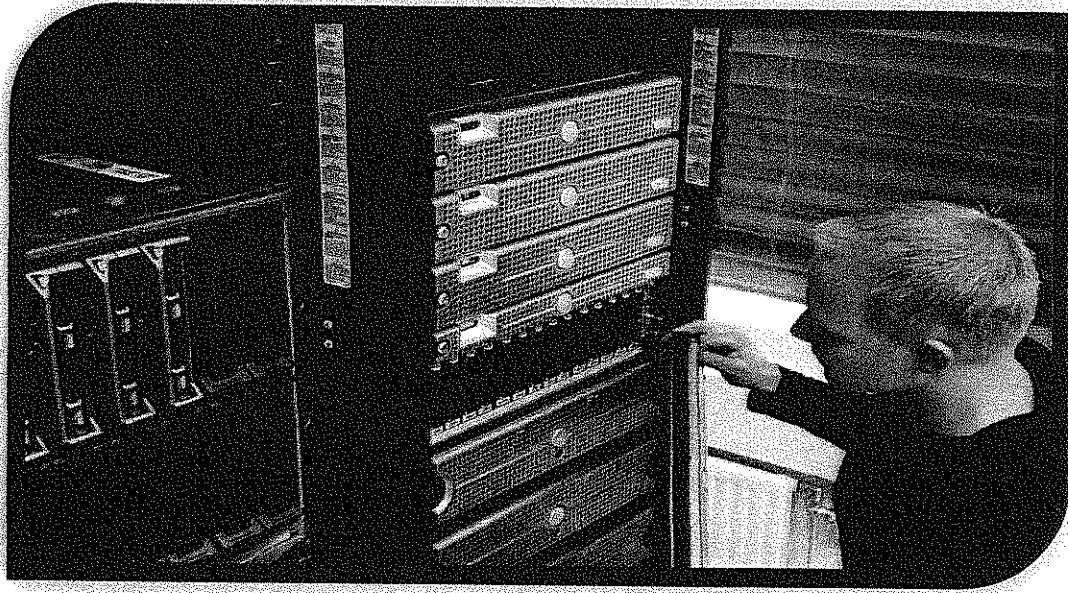
1. Reduce energy consumption.
2. Lower operating costs.
3. Minimize equipment down time.
4. Extend the life of the equipment.
5. Maintain comfort throughout the building.
6. Improve indoor air quality.
7. UHL|ABE contract customers will save an average of \$20/hr over non-contract customers on all service related work.



### TRACTree/FacilityTRAC System

UHL|ABE's service technicians utilize electronic wireless service software. All contracts come with TRACTree/FacilityTRAC service software (SaaS).

1. All service tickets will be emailed and digitally stored on a secure website viewable by qualified ISD 709 Duluth Schools personnel.
2. Each scheduled call has a specific set of tasks detailing exactly what needs to be performed and what special skills, tools or instruments are required to keep equipment operating at original specifications.
3. Emails can alert required personnel when a work order is complete.
4. FacilityTRAC work order system gives ISD 709 Duluth Schools the ability to request service from UHL|ABE, and look up present and completed work orders.
5. FacilityTRAC software is an SaaS, which means no software installed on ISD 709 Duluth Schools's IT infrastructure, no software to maintain or upgrade.
6. ISD 709 Duluth Schools maintenance personnel can utilize UHL|ABE's FacilityTRAC work order system which allows all service requests to be tracked for response time and resolution. EMERGENCY calls need to be made via phone to our service department.
7. FacilityTRAC Training included in contract.



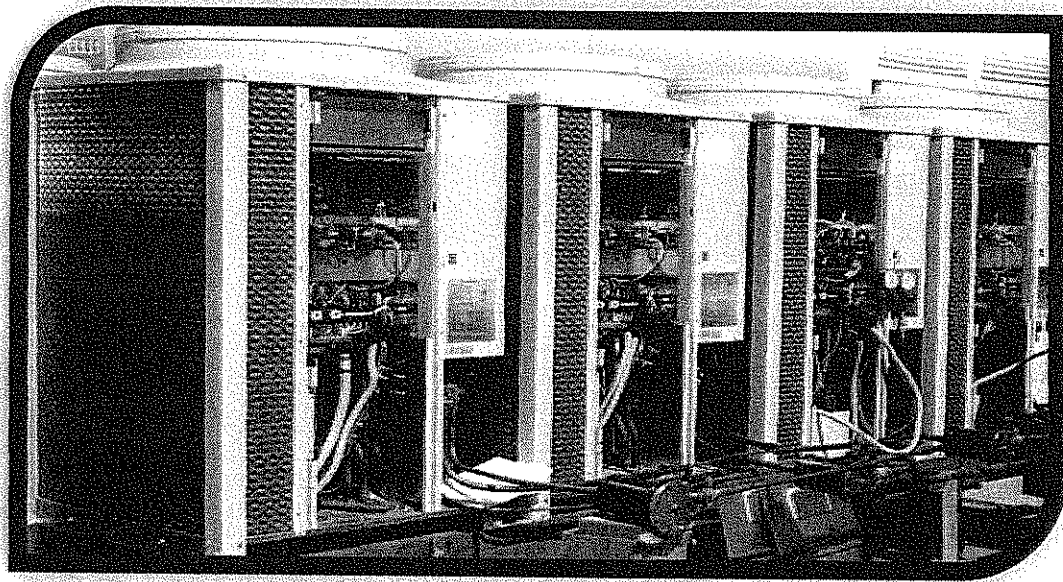
### UHL|ABE Safety

UHL|ABE Environmental Systems is committed to providing a safe work environment for our employees and customers; we are continually applying safety to all areas of our organization. Our safety program includes comprehensive annual and ongoing safety training, including the use of personal protection equipment, weekly toolbox talks, and the clear expectation that our employees must work safely.

1. UHL|ABE is Lead-safe Certified under the new Environmental Protection Agency (EPA) Lead-Safe Law, which went into effect April 22, 2010.
2. UHL|ABE continues to be a member of the Minnesota Safety Council and attends the Minnesota Health & Safety conference every year.

### Responsibilities of the Contract

1. UHL|ABE to upgrade (1) existing Invensys I/A Series Server and associated network controllers. This includes: New server software upgrade (1), upgrades to existing network controllers (6), and all associated programming.
2. The server will connect to all existing field level controllers with the assumption that all field level devices are in working order.
3. UHL|ABE will recreate all graphics, trends, and schedules for equipment, as required for server upgrade.
4. This contract includes one year of unlimited graphical user interface training.
5. This contract includes all revision upgrades to existing software during the life of this contract.
6. This contract will be completed during normal business hours Monday-Friday from 7:00am-3:30pm.



## Equipment Coverage and Services

ISD 709 Duluth Schools controllers inspected and tested under a 3 year contract

Controllers	Quantity	Manufacturer
ENS	1	
ENC	6	Schneider Electric
MNB-1000	32	Schneider Electric
MNB-300	12	Schneider Electric
MNB-70	52	Schneider Electric
MNBV2-2	214	Schneider Electric

# ISD 709 Duluth Schools Covered Services

## ENTERPRISE SERVER TASK LIST

<input checked="" type="checkbox"/>	1. Verify Setup and Operation of Graphic Screens
<input checked="" type="checkbox"/>	2. Verify Setup and Operation of Report Logs
<input checked="" type="checkbox"/>	3. Verify Setup and Operation of Trend Storage
<input checked="" type="checkbox"/>	4. Verify Setup of Users and Password Levels
<input checked="" type="checkbox"/>	5. Check Anti-virus Status
<input checked="" type="checkbox"/>	6. Visually Inspect Hardware for Signs of Physical Damage
<input checked="" type="checkbox"/>	7. Report any Problems to Customer
<input checked="" type="checkbox"/>	8. Tag Equipment as PM Complete
<input checked="" type="checkbox"/>	9. Take a Copy of License and Store it with Backup Files

## AUTOMATION SERVER TASK LIST

<input checked="" type="checkbox"/>	1. IP Address
<input checked="" type="checkbox"/>	2. Manufacturer
<input checked="" type="checkbox"/>	3. Model Number
<input checked="" type="checkbox"/>	4. Serial Number
<input checked="" type="checkbox"/>	5. REV Level
<input checked="" type="checkbox"/>	6. CPU
<input checked="" type="checkbox"/>	7. Monitor
<input checked="" type="checkbox"/>	8. Area Served
<input checked="" type="checkbox"/>	9. General Appearance Good, No Apparent Damage
<input checked="" type="checkbox"/>	10. Equipment Labels Affixed
<input checked="" type="checkbox"/>	11. Tighten all Connections
<input checked="" type="checkbox"/>	12. Supply Voltage to Controller Meets Manufacturer Specifications
<input checked="" type="checkbox"/>	13. Check and Diagnose any Alarms in the Past 14 Days
<input checked="" type="checkbox"/>	14. Execute Reports - Verify Correct Errors. Note Errors due to Failed Hardware
<input checked="" type="checkbox"/>	15. Check System Resource Count. Enter in Notes
<input checked="" type="checkbox"/>	16. Check Processor Percentage Idle. Enter in Notes
<input checked="" type="checkbox"/>	17. Remove Power. Check that Unit Operates on Battery
<input checked="" type="checkbox"/>	18. Create a Full Backup Including Graphics
<input checked="" type="checkbox"/>	19. Verify Date and Time are Correct
<input checked="" type="checkbox"/>	20. Environmental Conditions According to Manufacturer Requirements
<input checked="" type="checkbox"/>	21. Apply any Customer Requested Upgrades if Any
<input checked="" type="checkbox"/>	22. If Upgrades were Performed, Repeat Steps 14-18
<input checked="" type="checkbox"/>	23. Take a Copy of License and Store it with Backup Files

## Terms and Payment

This service agreement shall begin on the **1st** day of **June, 2016** and shall continue for a period of (5) year(s) and from year to year thereafter until terminated. After the initial term, either party may terminate this agreement upon a thirty day written notice prior to the anniversary date of this agreement. Additional terms and conditions ("Terms") are located on page 7 of this form.

### Contract Cost Per Year

Year	Yearly Cost
4/01/16 – 03/31/17	\$3,170.00
4/01/17 – 03/31/18	\$3,280.00
4/01/18 – 03/31/19	\$3,395.00
4/01/19 – 03/31/20	\$3,515.00
4/01/20 – 03/31/21	\$3,638.00

In addition to the annual contract amount, the customer shall pay any present taxes or governmental charges with regard to the transfer, use, or ownership or possession of the equipment covered by this agreement.

Invoices will be issued **annually** as agreed. Payment will be made within 30-days of invoice date.

This proposal, including the attached pages, other Terms set forth on page 7, special conditions and attachments constitutes the entire agreement and shall become a valid contract after customer acceptance and credit approval by UHL|ABE. This agreement supersedes all prior presentations and agreements not incorporated herein. This proposal is valid until: **August 1, 2016.**

#### Required Signatures:

Submitted for: UHL|ABE

Approved by: Garrett Niska

Title: Account Manager

Signature: *Garrett Niska*

Dated: 4/22/2016

Phone: 218.727.1767

This agreement is accepted for: ISD 709 Duluth Schools

Approved by: *(Please print) Bill Hanson*

Title: *CFO*

Signature: *WCHanson*

Dated: *5/2/16*

Phone: *218/336-8704*



## UHL Company, Inc. – Terms and Conditions

1. This energy management system full service agreement (the "Agreement") by and between UHL Company, Inc. ("UHL") and the customer listed above (the "Customer") shall be for an initial term of five (5) year(s) beginning on start date set forth above (the "Effective Date"). Following the expiration of the initial term, this Agreement shall automatically renew on each anniversary of the Effective Date for a one (1) year term until terminated as set forth herein. This Agreement may be terminated by either party after its initial term, or renewal term as the case may be, by giving written notice to the other party at least thirty (30) days prior to the anniversary of the Effective Date. Agreement pricing is subject to change after each anniversary date. In the event of early cancellation or default, the Customer shall pay to UHL the entire amount remaining due under the Agreement. The Customer further agrees to pay all expenses, damages and costs, including reasonable attorney's fees, incurred by UHL in collecting the outstanding amount.
2. It is agreed that the Customer shall provide and permit reasonable access to all devices which are to be maintained. Normal operation such as starting, stopping and resetting of the listed equipment is not included in this program. However UHL will be allowed to start and stop all equipment as necessary to perform its services.
3. The Customer shall pay UHL, in addition to the contract price, the amount of all present and future taxes or any other government charge now or hereafter imposed by existing or future laws with respect to the transfer, use, ownership or possession of equipment to which this Agreement relates, exclusive of ordinary personal property taxes assessed against the UHL Company.
4. Remedial maintenance to be performed during normal working hours (7:30 a.m. to 3:30 p.m.; Monday through Friday, excluding holidays) will apply to all services unless otherwise stated, including major repairs performed under this Agreement. Service may be provided on evenings, weekends and during public holidays on application at additional cost.
5. This Agreement assumes that all pieces of equipment are in proper operating condition. UHL shall inspect and report to the Customer any malfunctions and defects within thirty (30) days after commencement of the contract. If the equipment cannot be operated within the thirty (30) day period due to seasonal conditions or other factors beyond UHL's control, the period for initial inspection will be extended for a mutually agreed upon period. Upon completion of the inspection, UHL will make recommendations and assist in restoring the equipment to proper operating condition. However, all of the restoration costs shall be borne by the Customer unless otherwise stated in this Agreement. Any piece of covered equipment will be excluded from liability if the reported recommendations from the inspection are not accepted and repair work performed, and the agreement price shall be adjusted accordingly. UHL shall, for the duration of the Agreement, keep the equipment described configured to the manufacturer's original specifications, in satisfactory operating condition and shall supply replacement parts for the equipment, required as a result of normal use, provided such parts are available. If parts are not available from the original manufacturer or supplier, UHL will use its commercially reasonable efforts to obtain substitute parts of equipment quality and performance, either new or previously used. Faulty parts when removed from the equipment shall become the property of UHL.
6. This Agreement applies only to equipment installed prior to effective date of this Agreement and as described in the Agreement. If the system is modified, changed or altered, if any equipment is added, or if the system is removed within the premises or to other premises, then UHL, at its sole option, reserves the right to re-negotiate the Agreement based on the condition of the system after the changes have been made.
7. It is agreed any repairs or services resulting from but not limited to electrical power failures, low voltage, burned out main or branch fuses, freezing, roof leaks, corrosion, or lightning strikes will be paid for by the Customer in accordance with UHL currently established rates.
8. The Customer shall at all times be responsible for the daily care and maintenance of the equipment as outlined in the appropriate section of the operation manual for the equipment, and shall ensure that the environment within the equipment is operated as such that it causes no loss of performance or reliability. In the event that UHL is required to make any repairs, replacement and/or emergency calls by the improper operation, control environment, misuse of equipment covered by this Agreement or any cause beyond the Customer's control, the Customer shall reimburse UHL for expenses incurred in making repairs and/or replacements and/or emergency calls in accordance with the established rate for performing such service.
9. The Customer is responsible for the replacement or repair of the heating, cooling, & ventilating systems, including but not limited to ductwork, water & air balancing, decorative casings, equipment painting, boiler shell & tubes, boiler refractory, pumps, heat exchangers, condensers, dry coolers, chillers, cooling tower, and complementary equipment, for example but not limited to: cabinets, fixtures, boxes, water supply lines, drain lines, steam lines, plumbing, oil storage tanks, oil and/or gas lines, domestic water lines, refrigerant piping, heating/evaporative/cooling coils, disconnect switches, and electrical power wiring.
10. It is agreed the Customer is responsible for the addition of any items of equipment or performance of any safety test or correction in the design as recommended or required by any insurance company, government, state, municipalities or other authorities.
11. In the event of failure to perform its obligations, UHL's liability is limited to repair or replacement of the equipment, at its option; such shall be the Customer's sole remedy. IN NO EVENT SHALL UHL BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER

SUCH DAMAGES WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. The Agreement does not include responsibility for system design deficiencies, such as but not limited to poor air distribution, water flow imbalances, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failures, unserviceable equipment, and operating the system(s).
13. UHL will use competent personnel and state of the art equipment to perform its work in a timely and professional manner.
14. UHL warrants it is protected by Worker's Compensation insurance, general liability insurance and property damage insurance policies. Certificates for all such insurance policies will be provided to Customer upon written request.
15. UHL shall not under any circumstances, be liable for injury to persons or damage to property unless such injury or damage is caused by a grossly negligent act or omission by the UHL Company's agent, employees or subcontractors. In no event shall UHL be liable for business interruption losses or consequential or speculative damages.
16. All payments under this Agreement are due within thirty (30) days of UHL's invoice date. In the event payments are not received by UHL within thirty (30) days of becoming due, UHL may charge interest on any unpaid balance at a rate of 1.5% per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid. In addition, UHL may, in its sole discretion, suspend performance of any services under this Agreement until payment in full of all outstanding amounts. Acceptance by UHL of partial payments shall not constitute any release of collection or lien rights. The Customer shall pay all expenses, damages and costs, including reasonable attorney's fees, incurred by UHL in collecting any outstanding amount.
17. Unless otherwise specified in the Agreement, UHL will not furnish any performance or material payment bond.
18. The Agreement does not include repairing any damage resulting from improper/inadequate service not supplied by UHL.
19. All material and equipment furnished and installed by UHL will carry the manufacturer's standard warranty. THIS WARRANTY SPECIFICALLY EXCLUDES COVERAGE FOR ENVIRONMENTAL CONDITIONS, SUCH AS MOLD. UHL HAS MADE NO INSPECTION FOR, NOR REPRESENTATION REGARDING THE EXISTENCE OR NON-EXISTENCE OF MOLD ON THE OWNER'S PREMISES. UHL HAS FURTHER MADE NO PROMISE OR AFFIRMATION THAT THE MATERIALS AND LABOR PROVIDED WILL ASSIST IN THE PREVENTION OR REMEDIATION OF MOLD OR OTHER ENVIRONMENTAL CONCERNS. UHL makes no warranty, express or implied regarding the equipment.
20. UHL's pricing does not cover any cost that may be incurred due to hazardous material or its removal or disposal, unless specifically provided for in the attached Proposal. If such costs are incurred by UHL, they will be passed on to the Customer without the need for written approval.
21. All planned and routine labor is to be performed during UHL's normal working hours unless specified elsewhere this Agreement.
22. This Agreement constitutes the entire agreement and complete understanding between the parties. No verbal representations shall be binding on either party and the Customer represents and warrants that it has not relied on any representations made by UHL that are not contained herein.
23. These Terms may in some instances conflict with some of the terms and conditions or other document issued by the Customer. In such case, the Terms contained herein shall govern and acceptance of this Agreement is conditioned upon the acceptance of the Terms herein.
24. UHL shall not be liable for any penalty or damage, delay or injury, or for failure to give notice of delay, or to perform, when such damage, delay, injury or failure is due to the elements, acts of God, acts of the owner, act of civil or military authority, war, riots, terrorism, concerted labor action, strikes, shortages of materials, fire, theft, floods, accidents or any cause beyond the reasonable control of UHL.
25. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of UHL. Any purported assignment or delegation in violation of this section is null and void. No assignment or delegation relieves Customer of any of its obligations under the Agreement.
26. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
27. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
28. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule that would cause the application of any jurisdiction other than those of the State of Minnesota.
29. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
30. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.



# DULUTH PUBLIC SCHOOLS

*Preparing all students for successful lives in the twenty-first century . . .  
success in the workplace, success in the home, and success in the community*

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 15<sup>th</sup> day of August 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Kayla Delza, 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 on: Monday, August 15, 2016 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Prepare and deliver one 50 to 60 minute keynote presentation and one 45 to 50 minute break out session on Monday, August 15, 2016 at the Duluth Public School Summer Tech Camp in Duluth Minnesota. The presentation will cover topics / issues associated with education and technology in the schools.
3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed One thousand eight hundred dollars (\$1,800.00). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
4. **Requests for Reimbursement.** 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.

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

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

11. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of: the Innovation Department, ISD 709, 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 in care of: Kayla Delzer

Address: Kayla Delzer 5555 Tuscan Ct. S, Fargo, ND 58104

email: topdogteaching@gmail.com Phone: ~~XXXXXXXXXX~~

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

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

14. **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.

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

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

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

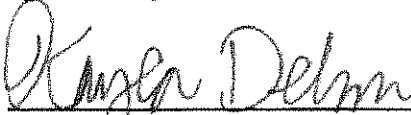

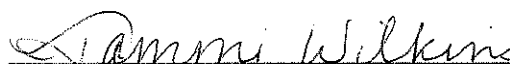
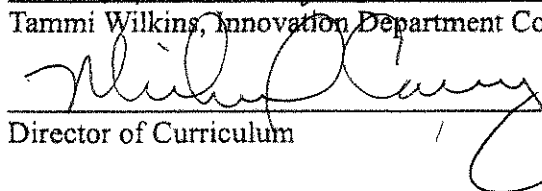
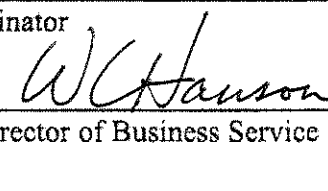
18. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

**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>4/26/16</u>
Kayla Dolzer, Contractor	SSN / Tax Identification Number	Date
		<u>4/27/16</u>
Tammi Wilkins, Innovation Department Coordinator		Date
		<u>4/28/16</u> <u>5/2/16</u>
Director of Curriculum	Director of Business Service	Date
_____ Superintendent of Schools	/ _____ Schopol Board Chair	_____ Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 11 day of April, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Carolyn Olson, 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 Nov. 1, 2016, and shall remain in effect until June 14, 2016, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Serve as member of NE MN PCAE Regional Center Leadership Team for the school year 2015-2016. This is being paid from the NE MN Regional Perpich Center for Arts Education Grant. Attached is a description of duties for Leadership Team Member.
3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 1,000.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. *This Agreement will not be approved unless TIN is provided.*
4. **Requests for Reimbursement.** Contractor shall request reimbursement on a June 14, 2016 (Monthly, quarterly, other - *please describe*) basis, using either the District Invoice (included as Attachment A) OR the contractor's official invoice. This invoice must be submitted within 10 days of the end of the period being billed for.
5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.
6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.
7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Bill Hanson, Director of Budget & Finance, ISD 709, 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 236 W. Winona St. Duluth, MN 55803  
(Mailing address, including zip code)

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

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

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

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

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

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

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


INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

Chair

Carolyn Olson   
Name & Signature

Clerk

Art Specialist  4/12/16  
Title Date

Program Director

  
Taxpayer Identification Number (SS#)

Director of Budget and Finance

4/12/16  
Date

Leadership Team Member Job Description - NE MN Regional PCAE Grant

#### Job Description:

Leadership Team Member will work with the regional grant supervisor, coordinator and other area arts teachers to support the professional learning necessary to improve student achievement as described by the grant projects. The Leadership Team Member will co-create and implement the action plan for the NE MN Regional PCAE Grant in cooperation with other team members based on the goals and needs of the regional arts teachers, students and schools.

#### Team Leaders:

- Use knowledge and skills to develop plans for regional grant projects in consultation with Leadership Team.
- Meet with grant leadership team to collaboratively monitor progress and plan for on-going work.
- Document activities and progress toward project goals.
- Maintain communication between team members, grant supervisor and coordinator.
- Design and present learning experience(s) for area arts teachers.
- Use technology for instruction, presentation, and communication.
- Communicate with regional arts teachers about the PCAE grant projects and staff development opportunities.
- Collaborate with NE MN PCAE Grant supervisor, coordinator and Leadership Team members and other colleagues as appropriate.
- Participate in NE MN PCAE Grant workshops, sessions and Leadership Team Meetings.
- Create, collect and utilize qualitative and quantitative data to assess progress and make decisions (ex: surveys, audio/video recordings, photos, sample student work, etc...).





## AGREEMENT

**THIS AGREEMENT**, made and entered into this 11 day of April, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Amy Giddings, 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 Nov. 1, 2016, and shall remain in effect until June 14, 2016, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** ~~Serve as member of NE MN PCAE Regional Center Leadership Team for the school year 2015-2016. This is being paid from the NE MN Regional Perpich Center for Arts Education Grant. Attached is a description of duties for Leadership Team Member.~~
3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 1,000.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. *This Agreement will not be approved unless TIN is provided.*
4. **Requests for Reimbursement.** Contractor shall request reimbursement on a June 14, 2016 (Monthly, quarterly, other - *please describe*) basis, using either the District Invoice (included as Attachment A) OR the contractor's official invoice. This invoice must be submitted within 10 days of the end of the period being billed for.
5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.
6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.
7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Bill Hanson, Director of Budget & Finance, ISD 709, 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 9215 E. SUPERIOR STREET DULUTH, MN 55804  
(Mailing address, including zip code)

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

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

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR


\_\_\_\_\_  
Chair

Amy Giddings   
Name & Signature

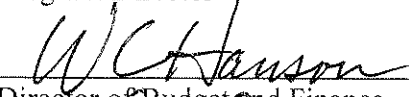
\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Title

4/13/16  
Date

 4/25/16  
\_\_\_\_\_  
Program Director

  
Taxpayer Identification Number (SS#)

 5/2/14  
\_\_\_\_\_  
Director of Budget and Finance

\_\_\_\_\_  
Date

 4/28/16  
\_\_\_\_\_  
Leadership Team Member Job Description - NE MN Regional PCAE Grant

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **April 25, 2016** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Observation Hill Childcare Center Community Education Preschool** (hereafter referred to as the AGENCY) witnesses that:

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

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

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:  
Preschool programming for **7 hours** a day 1 day per week
2. The AGENCY shall perform these services at: 720 N. Central Avenue
3. The approximate date the service will begin is April 25, 2016 and shall not extend beyond June 9, 2016; the contract not to exceed a total of **7 full day for a total of \$217.00**
4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: Upon receipt of monthly/quarterly billing statement
5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15<sup>th</sup> of each month for the preceding month.

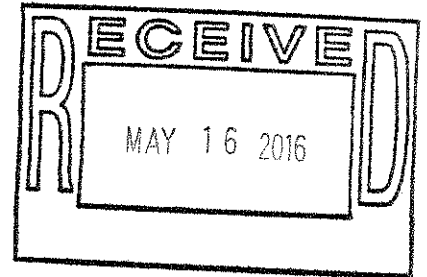
Page 2 - Contract for Purchase of Special Education Services

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

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

**SIGNED:**

Observation Hill Children's Center  
Name of Agency



By Kimberly J. Bartlett, Director Authorized Agent  
5-11-2016  
Date

**INDEPENDENT SCHOOL DISTRICT #709**

Duluth, Minnesota  
W. C. Hanson  
C.F.O. Executive Director of Business Services

Date 5/20/16

Special Services Department  
215 N. 1<sup>st</sup> Ave. East  
Duluth, MN 55802

By Jean Kane  
Director  
Date 5-17-16



License No.

## UNIVERSITY OF MINNESOTA FACILITY USE AGREEMENT

**THIS FACILITY USE AGREEMENT (“Agreement”)** is entered into effective as of May 16, 2016, by and between Regents of the University of Minnesota (“**University**”), a Minnesota constitutional corporation, and ISD 709 Indian Education Dept. (“**Licensee**”), a department within Duluth School District. This Agreement is entered into by University through its Kirby Student Center.

1. **Grant of License.** University grants to Licensee a license to use Griggs Center (the “**Facility**”) solely for the following purpose(s):

Duluth Indian Education Graduation Ceremony (the “**Event**”).

The estimated number of people expected to attend the Event is 75. Licensee acknowledges and agrees that University, its agents, employees, invitees, licensees and students may use any portion of the Facility for any purpose whatsoever and at any time during the term of the Agreement, provided that such use shall not unreasonably disturb Licensee’s use of the Facility as provided in this Agreement. Licensee shall use the Facility in accordance with the terms and conditions of this Agreement, all University policies and rules, including the Safety of Minors policy, if applicable, and all federal, state and local laws, ordinances, rules and regulations.

2. **Term.** Licensee is permitted to use the Facility only during the following dates and times:

Wednesday, June 1, 2016 from 5-7 p.m.

Licensee’s use of the Facility pursuant to this Agreement will not exceed 50 separate calendar days.

3. **Fee.** In addition to any other payment Licensee is required to make pursuant to this Agreement, Licensee shall pay University a fee as described on the attached Exhibit A (the “**Fee**”). The Fee is non-refundable, unless otherwise provided in this Agreement.

4. **Utilities and Services.** University shall provide maintenance and services to the Facility in accordance with its routine schedule and standards for the Facility. Licensee shall reimburse University for all additional maintenance and services provided at Licensee’s request.

5. **Concessions/Novelties; Food; Beverage.**

5.1 Licensee shall not sell any concessions or novelties on or in the Facility or on any University property without an executed Sales Permit issued by University, which Permit University may grant or withhold in its sole discretion.

5.2 Food may be served on or in the Facility only with the permission of University, and, if required by University, a permit from University's Department of Environmental Health and Safety.

5.3 Licensee shall not sell, distribute, dispense, advertise or promote any non-alcoholic beverage (or permit any other to do the same) without University's written consent, which consent University may condition, grant or withhold in its sole discretion.

5.4 Licensee and/or its caterer may not serve or sell alcoholic beverages at the Facility, unless Licensee receives authorization from the University, containing such terms and conditions as University, in its sole discretion, deems advisable. Such authorization may be granted or withheld at University's sole discretion.

6. **Alterations; Signs; Liens.** Licensee shall not redecorate, change or alter the Facility, nor shall Licensee display any signs or advertising in or about the Facility, without the prior written consent of University, which consent University may grant or withhold in its sole discretion. Licensee shall not permit to accrue, and shall indemnify University against and hold University harmless from, any liens for labor or materials provided to Licensee, or claimed to have been so provided.

7. **Personal Property.** Licensee, not University, is responsible for loss of or damage to any personal property of Licensee, its guests, agents, employees or invitees, located within the Facility or on University property, before, during or after the term of the Agreement.

8. **Indemnification.** Licensee agrees to defend (with counsel reasonably acceptable to University), indemnify, and hold harmless University from and against all claims, actions, damages, judgments, fines, liabilities, and expenses (including attorney's and other professional fees) arising from or in connection with (i) Licensee's use of the Facility and other University property, except to the extent caused by the negligence or intentional misconduct of University; (ii) the negligent or wrongful acts of Licensee's employees, agents, vendors, contractors, or invitees; or (iii) Licensee's failure to perform or comply with any of the covenants, agreements, terms, provisions, conditions, or limitations contained in this Agreement.

9. **Insurance.** At least 30 days prior to the Event, Licensee shall provide University with a certificate of insurance or other acceptable evidence of insurance coverage as indicated below. If this Agreement is signed by Licensee fewer than 30 days prior to the Event, Licensee shall submit such evidence of insurance upon the signing of this Agreement.

9.1. Check either (A) (B) or (C) below as applicable:

- (A) Licensee's policy of Commercial General Liability Insurance with a minimum limit of \$1,000,000 per occurrence; or qualified self-insurance subject to approval by University.
- (B) Proof that Licensee has purchased event liability insurance with a minimum limit of \$1,000,000 per occurrence. Licensee may purchase such

insurance from the insurer of its choice, or at the following website address: <https://tulip.ajgrms.com>.

- (C) State and other governmental agencies that are self-insured shall provide a letter stating that fact and the coverage limits for such insurance on departmental letterhead.

9.2 Workers' Compensation/Employers Liability, if applicable, to the extent required by law.

9.3 All insurance provided under paragraph 9.1(A) and 9.1(B) shall be written by insurance companies with an A.M. Best rating of A-VII or better and licensed and authorized to do business in the State of Minnesota and shall name Regents of the University of Minnesota as an additional insured. The policies shall provide that the insurance coverage shall not be canceled, modified or non-renewed before the end of the term of this Agreement without written notice to University. Licensee shall maintain the insurance(s) described in this paragraph for the entire term of this Agreement.

**10. Assignment.** Licensee shall not assign its rights under this Agreement without University's prior written consent, which consent University may grant or withhold in its sole discretion.

**11. Obligations at End of Agreement.** Licensee shall, upon the expiration or earlier termination of this Agreement, cease use of the Facility and leave it in the same good condition as on the initial date of possession by Licensee, normal wear and tear excepted. Property not removed by Licensee will be considered abandoned, and University may dispose of it as it deems expedient without liability to Licensee or others. Licensee shall reimburse University for any and all costs University incurs to repair any damage to the Facility or other University property or equipment arising out of or connected with the Event, unless such damage is caused solely by University, its officers, employees, agents or representatives.

**12. Notices.** All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

If to University: University of Minnesota  
c/o Real Estate Office  
Attn.: Leasing Specialist  
424 Donhowe Building  
319-15th Avenue SE  
Minneapolis, MN 55455-0199  
Facsimile No.: (612) 624-6345  
E-mail: [reo@umn.edu](mailto:reo@umn.edu)

With a copy of  
default notices to: University of Minnesota  
Office of the General Counsel  
Attn.: Transactional Law Services Group  
360 McNamara Alumni Center  
200 Oak Street SE  
Minneapolis, MN 55455-2006  
Facsimile No.: (612) 626-9624  
E-mail: [contracts@mail.ogc.umn.edu](mailto:contracts@mail.ogc.umn.edu)

If to Licensee: ISD 709: Indian Education Dept.  
Attn: Jamie Delacruz  
215 N. 1<sup>st</sup> Avenue East  
Duluth, MN 55802  
Facsimile No.:  
E-mail: [jamie.delacruz@isd709.org](mailto:jamie.delacruz@isd709.org)

**13. License Only; Remedies.** Licensee acknowledges that this Agreement represents a grant of a revocable license only, and not an easement or lease. Licensee shall pay to University all of University's damages, costs and fees, including attorneys' fees, caused by Licensee's failure to comply with the terms and conditions of this Agreement. In addition, if Licensee fails to comply with the terms and conditions of this Agreement, University shall be entitled to exercise all other legal and equitable remedies available to University.

**14. Limitation of University Liability.** IN NO EVENT SHALL UNIVERSITY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, LOST PROFITS OR LIKE EXPECTANCY DAMAGES ARISING OUT OF THE AGREEMENT. UNIVERSITY'S TOTAL LIABILITY FOR BREACH OF THIS AGREEMENT IS THE FEE PAYABLE BY LICENSEE AS SET FORTH IN PARAGRAPH 3 OR IN AN EXHIBIT TO THIS AGREEMENT.

**15. Force Majeure.** No party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, strikes or other disturbances, including, without limitation, terrorist acts, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party.

**16. Use of University Name or Logo.** Licensee agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the University or the name of any representative of the University without the written permission of the University in each instance except for the limited purpose of identifying the location of the Event in advertising or other notices for the Event.

16.1 Licensee shall not use or alter University Marks in connection with the Event. Licensee agrees that the following disclaimer shall be prominently placed in all material related



to promotion, publicity or advertising of the Event, whether print media, photo, video or web-based, in a font not smaller than the main text of the specific piece:

“The University of Minnesota is not endorsing or sponsoring the activities conducted by ISD 709 Indian Education Dept. on the University of Minnesota campus. The relationship between the University of Minnesota and ISD 709 Indian Education Dept. is solely that of licensor and licensee.”

16.2. Licensee’s failure to comply with this section shall give University the right to immediately terminate this Agreement and Licensee’s access to the Facilities.

17. **Copyright Representation and Release.** Licensee represents that copies of presentation materials Licensee provides to University, or directs University to copy and distribute to Attendees, and materials that Licensee will present by multimedia at the Event, will only be made from legal copies and that Licensee has the right to make this use of the presentation materials either because Licensee a) owns the copyright; b) has written permission of the copyright owner(s) for this use; c) reasonably believes each use to be fair use pursuant to 17 United State Code § 107, *Limitations on exclusive rights: Fair use*; or d) reasonably believes the material to be in the public domain. Licensee further represents that copyright notices have not been altered and that required attributions are shown. Licensee releases and will hold harmless University, its Regents, officers, employees and agents for copyright infringement arising from Licensee’s presentation materials.

18. **Amendments.** This Agreement shall be amended only in a writing duly executed by all the parties to this Agreement.

19. **Non-Waiver.** No-waiver by any party of a default or non-performance by the other party shall be deemed a waiver of any subsequent default or non-performance.

20. **Governing Law; Forum.** The laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Minnesota.

21. **Entire Agreement.** This Agreement (including all exhibits, if any) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement supersedes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.

22. **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts and/or by electronic signature, each counterpart of which will be deemed an original, and all of which together will constitute one agreement. The executed counterparts of this Agreement may be delivered by electronic means, such as email and/or facsimile, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.

23. **Exhibits.** The terms and conditions of any and all exhibits and addenda attached to this Agreement are made a part of this Agreement as if fully set forth in this Agreement. To the extent that any of the terms and conditions of paragraphs 1 – 23 of this Agreement conflict with any of the terms and conditions of the attached exhibits and addenda, the terms and conditions of the exhibits and addenda shall control. All capitalized terms in any exhibits and addenda that are not specifically defined in such exhibits and addenda shall have the meanings given them in this Agreement.

IN WITNESS WHEREOF, University and Licensee have executed this Agreement as of the date set forth above.

**Regents of the University of Minnesota**

By: \_\_\_\_\_  
Name: Jeni Eltink  
Title: Director, Kirby Student Center  
Date: \_\_\_\_\_

By: Bill Hanson  
Name: ~~Jennie DeLaeruz~~ **BILL HANSON**  
Title: ~~Indian Youth Advocate~~ **CFO**  
Date: 5/20/16

Michelle Rany 5/20/16  
Director of Curriculum

## EXHIBIT A

University and Licensee further agree as follows:

Guest will pick up the key to the Griggs Center from the Kirby Welcome Desk located on first floor Kirby. Guest will have access to the room for decorating at 3:30 p.m. Wall decorations should be affixed with blue painters tape only. Glitter and confetti are prohibited. Guest will remove decorations at the end of their event. They key should be returned to the Kirby Welcome Desk after the event and no later than 7:30 p.m.

Guest has opted for UMD Catering service. The estimated cost for a dinner buffet is \$489.52 and Guest has agreed to transport food from Catering to the Griggs Center. Table linens are not included. Guest will confirm final number of guests directly to UMD Catering at 218.726.7955 and also share any dietary restrictions within the timeline shared by catering.

Audio visual: microphone & lectern; Guest will run a slide show and will need to use laptop, projector and screens. If Guest needs tech support during the event, Guest must notify Kirby Student Center by 5/20. For assistance during your event, please call the Welcome Desk at 218.726.7163 (or x7163 if using a UMD landline).

Set up:

- \*Table outside Griggs for check-in with 2 chairs
- \*Table at back of Griggs for food items
- \*Guest may create a backdrop for photos at the inside right of room next to stairs
- \*Table next to lectern to display certificates

Parking: Guests will utilize Maroon Lot E (by the Library) and parking is free. A parking map can be found here: <http://www.d.umn.edu/parking/> Guests may also choose to park along Kirby Drive at the meters but fees apply. Interior signs will be posted on walls from the Library to Griggs Center. Guests should use the stairs closest to Heller Hall (just past the Kirby Lounge) and go to second floor.

Questions about the room rental can be directed to Lesa Radtke, Assistant Director for Events & Conferences, 218.726.7166. On the day of the event, the contact is Gina Pudlick, Operations Manager, at 218.726.7167 or [gpudlick@d.umn.edu](mailto:gpudlick@d.umn.edu) and she will be available until 4:30 p.m.

The fee to rent the Griggs Center is \$150 for up to four hours. A 20% deposit applies to the room rental (\$30) and will be invoiced. A final bill will be sent for the balance, to include catering, after the event (typically 7-10 business days).

## Confirmation

<b>Group</b>	<b>Reservation:</b>	18598
Jamie Delacruz External Events	<b>Event Name:</b>	Duluth Indian Education Graduation Ceremony
	<b>Status:</b>	Confirmed
	<b>Phone:</b>	2183498993
	<b>Email Address:</b>	jamie.delacruz@isd709.org

<b>Bookings / Details</b>	<b>Quantity</b>	<b>Price</b>	<b>Amount</b>
---------------------------	-----------------	--------------	---------------

*Thank you for booking your event with us. Please review the following event details. If you wish to change the details of your reservation, please email [reservkirby@d.umn.edu](mailto:reservkirby@d.umn.edu).*

*Please contact UMD Catering for your dining needs at [umdcater@d.umn.edu](mailto:umdcater@d.umn.edu).*

### Wednesday, June 01, 2016

#### **5:00 PM - 7:00 PM Duluth Indian Education Graduation Ceremony (Confirmed) KSC Griggs Center**

Reserved: 3:30 PM - 7:30 PM

Banquet for 75

Room Charge: (\$150.00 per Half Day)	1	\$150.00	\$150.00
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Audio/Visual:

Lectern & Mic	1		
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Projector/Screen/PC Laptop Combo	1		
----------------------------------	---	--	--

Food Service - UMD:

UMD Catering	1		
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*Guest will pick up food from Catering and set up on their own*

Setup Notes:

Guest will pick up food from UMD Catering and set up in room between 3:30-4 p.m.

Guest will provide table decorations and will run a slide show

Need a table for food in back of room and a table next to lectern for certificates; check-in table outside of Griggs with 2 chairs

Guest prefers that participants are directed to go past the Welcome Desk and take the stairs up to Griggs to avoid going through the Multi Cultural Center to ensure participants don't get lost.

Put up interior signs directing guests to Griggs (will park in Maroon Lot E or along Kirby Drive for metered parking)

Guest will set up an area in Griggs for photos (may use the partition as a backdrop)

	Subtotal		\$150.00
	Grand Total		\$150.00

All rooms are to remain locked before and after the event reservation. It is the responsibility of the group requesting the space to pick up and drop off the room key at the Kirby Welcome Desk located on the first floor of Kirby. There is also



# DULUTH PUBLIC SCHOOLS

*Preparing all students for successful lives in the twenty-first century...  
success in the workplace, success in the home, and success in the community*

## AGREEMENT

**THIS AGREEMENT**, made and entered into on this 29<sup>th</sup> day of April 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Dr. Joe Sanfelippo, an independent contractor, hereinafter called Contractor is defined on the following pages.

**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 on: Tuesday, August 16, 2015 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Prepare and deliver one keynote presentation and two break out sessions on August 16, 2016 from 8:00 am to 2 pm at the Duluth School Summer Tech Camp regarding issues associated with technology in the schools.
3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed Three Thousand dollars (\$3,000.00). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
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.

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

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

11. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of: the Innovation Department, ISD 709, 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 in care of:

Dr. Joe Sanfelippo

Address: 424 S. Wisconsin St. Fall Creek, WI 54742

Email: jmsanfelippo@gmail.com

Phone: ~~XXXXXXXXXX~~

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

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

14. **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.

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

16. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (50) days written notice to the other party as provided for in this Agreement.

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



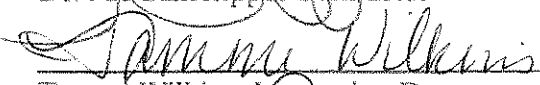
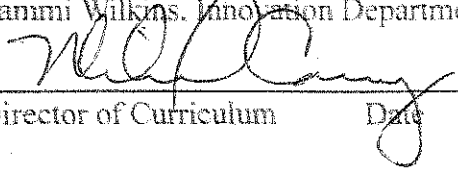

18. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

**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.

		5/2/16
Dr. Joe Sanfelippo, Contractor	SSN / Tax Identification Number	Date
		5/9/16
Tammi Wilkins, Innovation Department Coordinator		Date
	5/17/16	
Director of Curriculum	Date	Director of Business Services
		5/19/16
		Date
Superintendent of Schools	Date	School Board Chair
		Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 28<sup>th</sup> day of April 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Eddie J. Crawford, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of April 28, 2016, and shall remain in effect until June 15, 2016, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Contractor will research; collect student data; staff training; participate in staff development on Check and Connect; weekly meeting with building principal; attend MDE and district trainings.
3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$9,600.00 to be billed at the rate of \$60/hour. 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, or to seek other damages.
6. **Ownership of Materials.** The District reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.



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

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

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 to ISD 709 Special Services, 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 Eddie J. Crawford, 5 N 23<sup>rd</sup> Ave E, Duluth, MN 55812.

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 without regard to conflict of laws considerations.

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

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

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

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

<u>District Employee</u>	<u>Position</u>
Jason Crane	Director of Special Services

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

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

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

\_\_\_\_\_

Chair

Eddie Crauford  
By

\_\_\_\_\_

Clerk

Educational Consultant  
Title

Jason Crane  
Program Director


[REDACTED]  
Taxpayer Identification Number

W. Henson  
Director of Business Service

# Memorandum

**To:** Bill Hanson

**From:** Kerry M. Leider



**Date:** May 3, 2016

**Re:** Amendment #2 to the Civil Engineering Services Related to Site Grading, Bituminous Paving, Utility Investigation and Utility Relocation at HOCHS – Northland Consulting Engineers L.L. P.

Attached are two (2) copies of Amendment #2 to the Agreement between Independent School District #709 and Northland Consulting Engineers LLP to provide civil engineering services at HOCHS. The additional work scope is due to additional construction observation and administration fees. The total estimated cost of these additional services results in an increase of \$4,996.00 for a new contract value of \$50,593.00.

I am recommending approval of Amendment #2 to the agreement with Northland Consulting Engineers LLP. After review and if you concur, please sign both copies of the Agreement Amendment and return them to the Facilities Management office for processing.

Attachments



NCE Civil Design Fee Estimate Worksheet - Amended 5/2/16

Job No. 1/30/2015 Title: Administrative Building (Old Central High School)  
 Date: 1/30/2015 Client: Kerry Leiser - Duluth Public Schools

Page: 1

Activity	Estimated Hours					Extended \$
	Principal	PE	Technician	Clerical	Other	
<b>Design Engineering Services</b>						
Project Meetings with School District and City	2	4	8			\$ 810.00
Coordinate project components with other consultants (F.J.J. RWF Associates & NCE Structural)		16	8			\$ 2,624.00
Design Parking Lot and Retaining Wall		16	48			\$ 5,744.00
Investigate Storm Water Utilities		4	2			\$ 656.00
Storm Water Management Plan		24	8			\$ 3,624.00
Permit Applications (Erosion Control)		2	2			\$ 406.00
Prepare Bidding Documents		24	16			\$ 4,248.00
<b>Subtotal</b>						<b>\$ 18,112.00</b>
<b>Subconsulting</b>						
Alta Surveying Company						\$ 1,350.00
Alta Surveying Company - Additional Survey (Lump Sum)						\$ 1,000.00
NCE - Structural (Lump Sum)						\$ 5,620.00
Foster, Jacobs and Johnson (Lump Sum)						\$ 3,945.00
RWF Fern Associates (Lump Sum)						\$ 6,300.00
<b>Subtotal</b>						<b>\$ 18,215.00</b>
<b>Construction Administration</b>						
Construction Observation and Answer Questions as Requested			80			\$ 6,240.00
Shop Drawing Review			8			\$ 1,156.00
Construction Administration - Bidding Assistance & Pay Estimates	2	40	20			\$ 6,870.00
<b>Subtotal</b>						<b>\$ 14,266.00</b>
<b>Total Hours/Service</b>	<b>4</b>	<b>138</b>	<b>186</b>	<b>0</b>		

RATES/HOUR	REIMBURSEABLE EXP.	QTY.	EXT. Cost
Principal \$ 155.00	Mileage (per mile) \$0.62		\$0.00
PE \$ 125.00	Bond Plan Copies (each) \$3.00		\$0.00
Technician \$ 78.00	MPCA Sanitary Permit Fee \$400.00		\$0.00
Clerical \$ 50.00	MS4 Permit Fee \$250.00		\$0.00
Other \$ -	Photocopies \$0.15		\$0.00
	Photographs (each) \$3.00		\$0.00
	TTL. Reimbursables		\$0.00

Total Extended Cost \$ 32,378.00  
 Contingency - 0% \$ -  
 TOTAL NCE Fee \$ 32,378.00  
 Subconsultant Fee \$ 18,215.00  
 Contractor Administration \$ -  
 Reimbursables \$ -  
**TOTAL ESTIMATE \$ 50,593.00**

**Assumptions:**  
 1.) Construction Administration is only an estimate and will be billed on an hourly basis.

ISD #709 accepts the terms as proposed in the agreement 5/2/16  
 amendment #2 with Northland Consulting Engineers for additional  
 construction separation & administration services at HOCHS  
 Bill Hanson, Director of Business Services Date 5/14/16