

AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of October, 2016 by and between Independent School District #709, a public corporation, hereinafter called District, and Charles Smith, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 10/18/16, and shall remain in effect until 8/30/17, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** The contractor will provide the development of Ojibwe language curriculum materials and presentations for staff and students on the Ojibwe language. The contractor will also work with staff on the implementation of Ojibwe language curriculum materials through professional development.

3. **Background Check .** (Applies to contractors working independent with students)

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse contractor for its services and expenses in performing said obligations at an hourly rate of \$50.00 (Fifty dollars)/hour up to a sum not to exceed \$3,000.00, (Three Thousand dollars). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor

Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the American Indian Education office, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail

125 Jarvis Rd
Charles Smith Cloquet, MN 55720

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

12. **Modification or Amendment.** No amendment, change or modification of this

Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.
14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.
15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.
16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

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

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


Contractor Signature

SSN/ Tax Identification Number

10-19-16
Date

[Handwritten signature]

Program Director

10/19/16
Date

[Handwritten signature]

Director of Curriculum and Instruction

10/27/16
Date

[Handwritten signature]

Director of Business Service / Superintendent of Schools

10/28/16
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 20th of September, 2016 by and between Independent School District #709, a public corporation, hereinafter called District, and John Morrow, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 09/20/16, and shall remain in effect until 8/30/17, 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.** John Morrow will provide culturally based activities and Ojibwe style drumming instruction for DPS students through the American Indian Education Department. Fee for Cultural presentation will be Fifty Dollars per session. Fee for teaching singing/drumming will be Seventy-five Dollars per session.
3. **Background Check .** (Applies to contractors working independent with students)

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed Ten Thousand Dollars. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor

Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the American Indian Education office, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail 10715 W. Daycare Dr. Hayward WI 521843

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

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

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

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

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

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

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

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

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

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

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


Contractor Signature

SSN/ Tax Identification Number


Date

Program Director *D. Hurro*

9/22/16
Date

Director of Curriculum and Instruction *M. P. Cany*

10/10/16
Date

Director of Business Service / Superintendent of Schools *W. C. Hanson*

10/19/16
Date

AGREEMENT

THIS AGREEMENT, made and entered into this day of October 15th, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Michael Santiago, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of October 10th, 2016 and shall remain in effect until June 30th, 2017, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** The group of Oneida / Haudenosaunee dancers will present the Kanehelatu`ksla, which is an address spoken in the Oneida language. They will do performances for Duluth Public Schools through American Indian Education Program, The presentation will include the social dances that are appropriate for the seasons. With each dance and song the group will explain the significance and history of the social dances to the Haudenosaunee people. They will give a brief history of the six nations tribes and their demonstration of established structured societies which were vital in developing the United States government. 3 dancers belong to this group/\$600.00 (Six Hundred Dollars) per day/per group.

3. **Background Check .** (Applies to contractors working independent with students)

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$1,500.00 (One Thousand Five Hundred dollars). The cost per performance is \$600.00 (Six Hundred dollars) per day and mileage. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;

This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States

Mail: Michael Santiago 2744 Powless Drive. De Pere, WI 54115

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

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

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

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

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

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

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

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

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

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

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

Michael Santiago
Contractor Signature

SSN/ Tax Identification Number

10-17-16
Date

[Signature]
Program Director

10/25/16
Date

[Signature]
Director of Curriculum and Instruction
Date

10/27/16

W. Hanson
Director of Business Services / Superintendent of Schools

10/28/16
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of October by and between Independent School District #709, a public corporation, hereinafter called District, and Sarah Agaton-Howes, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 10/18/16, and shall remain in effect until 8/30/17, 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.** Sarah Agaton-Howes will provide culturally based activities and instruction for DPS students through the American Indian Education Department. Fee for Cultural presentation will be \$50.00 (Fifty Dollars) per session. Sarah is a well known Ojibwe artist both locally and nationally.
3. **Background Check .** (Applies to contractors working independent with students)

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$3,000.00 (Three Thousand Dollars). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor

Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the American Indian Education office, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail 1245 Northrup Road

Croquet MN 55720

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

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

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

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

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

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

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

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

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

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

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


Contractor Signature

SSN/Tax Identification Number

10/24/16
Date

[Handwritten signature]

Program Director

10/28/14

Date

[Handwritten signature]

Director of Curriculum and Instruction

10/28/14

Date

[Handwritten signature]

Director of Business Service / Superintendent of Schools

10/28/14

Date



Exhibit A - Frontline Customer Order Form

CD988226

MSA3547

10/10/2016

1400 Atwater Drive Malvern, PA 19355

P: 610-722-9745 | F: 888-492-0337

Customer:

Duluth School District 709
215 N 1St Ave E
Duluth MN 55802

Contact: Amy Starzecki
Title: Assistant Superintendent
Phone: (218) 476-2285
Email: Amy.Starzecki@lsd709.Org

Order Form Details:

Pricing Expiration: 01/08/2017
Account Manager: Timothy Jarotkiewicz

Initial Term: 2016-2017 / 2017-2018
Subscription Start Date: 15
Startup Cost Billing Terms: One-Time, Invoiced after signing
Subscription Billing Terms: Annually
Sale Type: Upsell

Pricing Overview:

Table with 2 columns: Description, Amount. Startup Cost: One-Time cost due at signing \$10.00. Annual Subscription: Recurring Cost \$199.00.

Table with 4 columns: Itemized Description, Unit Price, Qty, Total. Activation Fee \$10.00, Focus for Observers - Annual Subscription - Calibration \$199.00.

Amount Due at Signing (Startup Cost) \$10.00

This Order Form and any software, downloads, upgrades, documentation, service packages, material, information, or services set forth herein are governed by the terms of the Master Services Agreement, software license or other agreement with Frontline (the "Agreement"). BY ACCESSING, VIEWING, OR USING ANY SOFTWARE, DOWNLOADS, UPGRADES, DOCUMENTATION, SERVICE PACKAGES, MATERIAL, INFORMATION, OR SERVICES SET FORTH HEREIN, CUSTOMER CERTIFIES THAT IT HAS READ AND AGREES TO THE ORDER FORM TERMS (the "Order Form Terms") ATTACHED HERETO AND THE AGREEMENT INCORPORATED HEREIN AND SHALL BE BOUND BY THE SAME.

Tax Exempt? If yes, please provide your exemption number and include a copy of your exemption certificate.

Tax Exempt Number:



Exhibit A - Frontline Customer Order Form

CD988226

MSA3547

10/10/2016

P: 610-722-9745 | F: 888-492-0337

1400 Atwater Drive Malvern, PA 19355

PROFESSIONAL GROWTH:

1. Payment.

1. The Startup Cost set forth on the first page of this Order Form will be invoiced to Customer by Frontline as stated on the front of this Order Form; but if Customer terminates this Order Form before completion of the implementation process, Frontline will refund the Startup Cost on a pro-rata basis, based on a six (6) week setup schedule. If for any reason Frontline's personnel travel to Customer's facility, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for Frontline's personnel.
 2. The Annual Subscription, set forth on the first page of this Order Form, will be invoiced to Customer by Frontline based on the Subscription Start Date unless otherwise stated on the front of this Order Form. Frontline will render a detailed invoice, showing the Annual Subscription item unit price multiplied by the quantity, as set forth on the first page of this Order Form, to yield the actual annual subscription (the "Actual Annual Subscription"). The quantities of any Annual Subscription item of this Order Form are merely illustrative and are based on Customer's usage estimates. Should the number of users change significantly during Startup or during the Initial Term, Frontline will recalculate the Actual Annual Subscription and render an invoice for the difference.
 3. Before the start of any Renewal Term, Frontline will calculate the Annual Subscription by multiplying the actual users entered into the Software by the applicable subscription item unit price, as amended from time to time, to yield the Actual Annual Subscription. Should the number of users on the Software change significantly during any Renewal Term, Frontline will recalculate the Actual Annual Subscription and render an invoice for the difference.
 4. Frontline reserves the right to increase any of the fees after the Initial Term, by providing at least thirty (30) days prior written notice of same to Customer.
 5. The Startup Cost, Annual Subscription and any other applicable fees do not include any local or state sales or use taxes, any assessment of which shall be paid by the Customer. Without limiting the foregoing, Customer shall promptly pay to Frontline any amounts actually paid or required to be collected or paid by Frontline pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority. If the Customer claims tax exempt status or the right to remit taxes directly, the tax exempt number must be entered on the first page of this Order Form and the Customer shall indemnify and hold Frontline harmless for any loss occasioned by its failure to pay any tax when due.
2. Third Party Products. Customer may elect to use ETS Classroom Video Library ("ETS"). ETS may contain links or other access to other third party products or services. Customer's use of any third party's products and/or services is at Customer's own risk, and subject to the ETS Terms of Use found on their website at: http://www.etsvideo.mylearningplan.com/terms.html#. In the event of a conflict between this Order Form and any ETS agreement or the ETS Terms of Use, this Order Form governs.

Frontline Technologies Group LLC dba Frontline Education

MSA3547

MASTER SERVICES AGREEMENT

This Master Services Agreement is made effective as of the date of last signature below (the "Effective Date") by and between Frontline Technologies Group LLC dba Frontline Education, with an address at 1400 Atwater Drive, Malvern, PA 19355 ("Frontline"), and the customer identified below ("Customer"). Frontline and Customer are sometimes referred to herein, individually, as a "Party" and, collectively, the "Parties."

By signing below, the Parties agree to be legally bound by the Terms and Conditions contained herein, including any exhibits, Order Form (s) and Statements of Work (collectively, the "Agreement"). To place orders subject to this Agreement, at least one Order Form (as defined in Section 1.2 below) must be incorporated into this Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Software and the Services set forth herein and any other software, products or other services provided by Frontline or any of its affiliates or predecessors prior to the Effective Date. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) and the Parties hereby terminate any such agreements. Should any of terms of this Agreement conflict with any of the terms in an applicable Order Form, the terms of this Agreement shall prevail.

Frontline Technologies Group LLC dba Frontline Education	Duluth School District 709
Signature: _____	Signature: <u>Bill Hanson</u>
Name: _____	Name: <u>BILL HANSON</u>
Title: _____	Title: <u>CEO</u>
Address: _____ _____ _____	Address: _____ _____ _____
Email: _____	Email: _____
Date: _____	Date: <u>10/11/16</u>

Attached: *Terms and Conditions of Agreement*
Exhibit A: Executed Order Forms

Please email or fax ALL PAGES of the signed MSA to tjarotkiewicz@frontlineed.com or 888.492.0337.

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TERMS AND CONDITIONS

1. Software and Services

- 1.1. Software. Subject to the terms and conditions set forth in this Agreement (including any Order Forms and/or Statement of Work, as well as Customer-specific terms set forth in Exhibit B, if any), Frontline hereby grants Customer a non-exclusive, non-transferable license to use the software identified on any Order Form ("Software") and the technical manuals, instructions, user information, training materials, and other documentation that accompany the Software and contain its technical specifications, as may be amended from time to time ("Documentation") solely for internal use by end users in the ordinary course of Customer's business. Frontline shall provide any professional or other services set forth in an Order Form ("Services"). All rights, title and interest to the Software and any work product, deliverables or other materials provided by Frontline ("Work Product") are expressly reserved and retained by Frontline or its licensors, including any program or other application that is designed to integrate and be used with the Software, whether or not developed independently by Frontline, and all improvements, modifications and intellectual property rights therein. Customer shall not, and Customer shall require any end users to not (i) transfer, assign, export, or sublicense the Software or Work Product except as specifically set forth herein, or its license rights thereto, to any other person, organization or entity, including through rental, timesharing, service bureau, subscription, hosting, or outsourcing the Software (whether or not such sublicense, hosting or outsourcing is by Customer or for Customer); (ii) attempt to create any derivative version thereof; (iii) remove or modify any marking or notice on or displayed through the Software, Work Product or Documentation, including those related to Frontline's or its licensors' proprietary rights in and to the Software, Work Product or Documentation, as applicable; or (iv) de-compile, decrypt, reverse engineer, disassemble, or otherwise reduce same to human-readable form. Without limiting the foregoing, Customer may not sublicense, outsource or otherwise grant access to the Software to any third party vendor without Frontline's prior written consent, including any third party host of the Software for Customer.
- 1.2. Order Forms. Customer may place orders for the Software and Services by entering into a mutually agreed Order Form, which shall become a part of this Agreement and be attached hereto as Exhibit A. No other document shall be required to effect a legally binding purchase under this Agreement. Any preprinted or other terms contained on Customer's purchase order or otherwise shall be inapplicable to this Agreement, unless otherwise specifically agreed by the Parties in writing. Unless an Order Form states otherwise, each Order Form is independent of each other Order Form (but each Order Form is a part of and integral to this Agreement).
- 1.3. Software Administrator; Maintenance Windows. At all times, Customer must have an employee who has obtained the Software administrator certification training from Frontline and who is certified by Frontline as a Software administrator ("Software Administrator"). If the Software Administrator ceases to serve as such, Customer shall promptly provide written notice to Frontline and have another employee obtain Frontline Software administrator certification and be designated as a Software Administrator, at Customer's expense. Frontline shall provide Customer with assistance regarding the use of the Software during Frontline's normal business hours (EST), Monday through Friday. Such assistance shall be provided only to Customer's Software Administrator. Frontline may perform system maintenance and/or software updates periodically upon advanced notice to Customer. However, due to extenuating circumstances, Frontline may, at times, need to perform maintenance without the ability to provide advance notice.
- 1.4. Customer Content. The Software and Services may enable Customer and end users to provide, upload, link to, transmit, display, store, process and otherwise use text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in applicable laws), audio, video, photographs and other content and material in any format (collectively, "Customer Content") in connection with the Software and Services. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Customer Content. Frontline will act as a data processor, and will act on Customer's instruction concerning the treatment of Personal Data provided in connection with the Software and Services, as specified in the Order Form. Customer shall provide any notices and obtain any consents (including consent of any parent or guardian for any minor) related to Customer's use of the Software and receipt of the Services and Frontline's provision of the Software and Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data. Customer acknowledges and agrees that it must properly enter data, information and other Customer Content and configure settings within the Software in order for the Software to operate properly. Customer shall verify the accuracy of any of the Customer Content, forms, workflow and configuration settings entered on the Software. Frontline shall not have any liability arising from the inaccuracy of scoring, completeness, use of or reliance on the information contained in the extract of data from any Software or Services under this Agreement. Customer assumes the sole responsibility for the selection of the Software and Services to achieve Customer's intended results, the use of the Software and Services, and the results attained from such selection and use. Customer represents and warrants that it is the owner of the Customer Content, or has obtained permission for such use from the owner of the Customer Content, including evaluation frameworks and/or rubrics uploaded into the Software. As to any content or data made available to Frontline, Customer represents that it has notified and obtained consent from all necessary persons (including parents, students, teachers, interns, aides, principals, other administrative personnel, and classroom visitors), and has taken all other actions that may be necessary to ensure that use of the products, services, or related materials provided or produced hereunder complies with all applicable laws and regulations as well as school or district policies.

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- 1.5. **Integration.** Customer may, with or without Frontline's assistance, integrate or otherwise use the Software in connection with third party courseware, training, and other information and materials of third parties ("Third Party Materials") and Frontline may make certain Third Party Materials available in connection with the Software and Services. Customer acknowledges and agrees that (a) Frontline is authorized to provide Customer Content to a specified third party or permit such third party to have access to Customer Content in connection with the Third Party Materials; and (b) Frontline does not control and is not responsible for, does not warrant, support, or make any representations regarding (i) Third Party Materials (ii) Customer Content provided in connection with such Third Party Materials, including a third party's storage, use or misuse of Customer Content; or (iii) Customer's uninterrupted access to Third Party Materials. Customer understands that the use of the Software may involve the transmission of Customer Content over the Internet and over various networks, only part of which may be owned or operated by Frontline, and that Frontline takes no responsibility for data that is lost, altered, intercepted, or stored without Customer's authorization during the transmission of any data whatsoever across networks whether or not owned or operated by Frontline. If Customer engages Frontline to assist in Customer's integration or use of the Software with Third Party Materials, you authorize Frontline to access and use such Third Party Materials in connection with such assistance and you represent and warrant that you have the rights necessary to grant such authorization.
 - 1.6. **Hosting.** The Software will be hosted by an authorized subcontractor (the "Hosting Service Provider") that has been engaged by Frontline and shall only be accessed by Customer on websites, using Customer's computers. As part of the Services, the Hosting Service Provider shall be responsible for maintaining a backup of Customer Content. The Hosting Service Provider is an independent third party not controlled by the Frontline. Accordingly, IN NO EVENT WILL FRONTLINE BE LIABLE FOR ANY DIRECT, GENERAL, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE TO DATA, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, DUE TO PROBLEMS (INCLUDING BUT NOT LIMITED TO ERRORS, MALFUNCTIONS) ASSOCIATED WITH THE FUNCTIONS OF SERVERS MAINTAINED BY THE HOSTING SERVICE PROVIDER, EVEN IF FRONTLINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 - 1.7. **Customer Responsibilities.** Customer understands and agrees that (a) Customer shall have sole responsibility for administering access security (e.g. the granting of rights to Customer's users); (b) Customer shall review any calculations made by using the Services and satisfy Customer that those calculations are correct; and (c) if Customer uses the Services for reimbursement or payment from Medicaid and other government agencies, Frontline shall have no responsibility, and Customer shall have sole responsibility, to submit information and claims for such reimbursement or payment. Frontline does not warrant that the Services, or the results derived there from, will meet Customer's requirements, or that the operation of the Services will be uninterrupted or error-free.
2. **Invoicing and Payment.** All fees and charges will be set forth in the applicable Order Form(s). Except as otherwise provided, Frontline shall invoice Customer in US Dollars and Customer shall pay all fees, charges, and expenses within thirty days of the date of an invoice via check or ACH. Without prejudice to its other rights and remedies, if Frontline does not receive any payment by its due date, Frontline may assess a late payment charge on the unpaid amount at the rate of 1.5% per month or the highest rate allowed under applicable law, whichever is more. All charges under this Agreement are exclusive of, and Customer is solely responsible for, any applicable taxes, duties, fees, and other assessments of whatever nature imposed by governmental authorities. If for any reason Frontline's personnel travel to Customer's facility or otherwise in connection with the Software or Services under this Agreement, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for Frontline's personnel.
 3. **Warranties and Disclaimers.**
 - 3.1. **Mutual.** Each Party represents and warrants that the Party's execution, delivery, and performance of this Agreement (a) have been authorized by all necessary action of the governing body of the Party; (b) do not violate the terms of any law, regulation, or court order to which such Party is subject or the terms of any agreement to which the Party or any of its assets may be subject; and (c) are not subject to the consent or approval of any third party. Customer represents and warrants on behalf of itself and any of its end users that it has the full legal right to provide the Customer Content and that the Customer Content will not (a) infringe any intellectual property rights of any person or entity or any rights of publicity, personality, or privacy of any person or entity, including as a result of failure to obtain consent to provide Personal Data or otherwise private information about a person; (b) violate any law, statute, ordinance, regulation, or agreement, including school or district policies; or (c) constitute disclosure of any confidential information owned by any third party.
 - 3.2. **Software Warranties.** Frontline represents and warrants that (a) the Software will perform substantially in accordance with the specifications set forth in the then-current Documentation for ninety (90) days after delivery and (b) the Services will be performed in a professional and workmanlike manner. In the event of a non-conformance of the Software, Work Product or Services, reported to and verified by Frontline, Frontline will make commercially reasonable efforts to correct such non-conformance. Customer's sole remedy is limited to the replacement, repair, or refund, at Frontline's option, of defective Software or Work Product or re-performance of the Services. Notwithstanding the foregoing, any Third Party Materials shall be subject only to such third party terms and any warranties therein.
 - 3.3. **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, FRONTLINE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO ANY ASPECT OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS INCLUDING WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. FRONTLINE AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS WILL BE UNINTERRUPTED, OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS.

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4. **Confidential Information.** During the term of this Agreement and for two (2) years thereafter, each Party will use the same degree of care to protect the other Party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. "Confidential Information" means any information that is marked or otherwise indicated as confidential or proprietary, in the case of written materials; or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by email or written correspondence, or via other means of communication as might be appropriate. Notwithstanding the foregoing, (a) the Confidential Information of Frontline shall include the Software and the terms of this Agreement and (b) the Confidential Information of Customer shall include Personal Data regarding Customer's users provided in connection with the Software and Services. Confidential Information does not include information which (a) was known to the receiving Party or in the public domain before disclosure; (b) becomes part of the public domain after disclosure by a publication or other means except by a breach of this Agreement by the receiving Party; (c) was received from a third party under no duty or obligation of confidentiality to the disclosing Party; or (d) was independently developed by the receiving Party without reference to Confidential Information. Aggregated data that does not contain personally identifiable information regarding Customer's users provided in connection with the Software and Services will be the Confidential Information and sole property of Frontline. The receiving Party will not be liable for disclosures of Confidential Information that are required to be disclosed by law or legal process, so long as the recipient notifies the disclosing Party, provides it with an opportunity to object and uses reasonable efforts (at the expense of the disclosing Party) to cooperate with the disclosing Party in limiting disclosure.
5. **Indemnification.** Customer shall indemnify Frontline and its officers, directors, employees, and agents and hold them harmless from all liabilities, claims, expenses, and losses (including attorneys' fees and expenses) arising from or related to any breach by Customer of this Agreement, including failure to obtain consent to provide Personal Data or otherwise private information about a person.
6. **Limitations of Liability.** OTHER THAN THE FEES, CHARGES AND EXPENSES PAYABLE PURSUANT HERETO, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, OF ANY KIND WHATSOEVER (INCLUDING LOST PROFITS) ARISING FROM OR RELATING TO THIS AGREEMENT OR THE USE OR NON-USE OF THE SOFTWARE, WORK PRODUCT OR SERVICES. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL FRONTLINE'S TOTAL LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO FRONTLINE HEREUNDER DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH CLAIMS. Each Party acknowledges and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material, bargained for provisions of this Agreement and that fees and consideration payable hereunder reflects these disclaimers and limitations.
7. **Term and Termination.** Unless otherwise specified in this Agreement, the initial term of this Agreement will commence on the Effective Date and continue for a period of one year. This Agreement will automatically renew for successive one-year terms, unless one Party notifies the other Party of non-renewal in writing at least sixty (60) days prior to the end of the current term. Customer may terminate this Agreement or any Order Form at any time, in whole or in part, for any reason or no reason, on sixty (60) days prior written notice. Upon notice of such termination, all outstanding invoices shall become immediately due and payable. Either Party may terminate this Agreement in the event that the other Party materially breaches this Agreement the other Party does not cure such breach within thirty (30) days after written notice of such breach. Expiration or termination of any Order Form or Statement of Work shall constitute the expiration or the termination of such Order Form or Statement of Work only and shall not affect this Agreement or any other Order Form or Statements of Work outstanding under this Agreement. Notwithstanding the foregoing, unless otherwise mutually agreed by the parties in writing, any Order Form or Statement of Work outstanding as of the date of termination or expiration of this Agreement shall remain in effect and continue to be governed by the terms of this Agreement and its own terms until such time as such Order Form or Statement of Work is completed, expires or is otherwise terminated. Upon the termination or expiration of this Agreement, Customer (a) shall immediately cease using the Software and (b) for a period of thirty (30) days, may request a copy of Customer Content that is in Frontline's possession in the format retained by Frontline. The following provisions of this Agreement will survive expiration or termination of this Agreement Sections 3.3, 4, 5, 6 and 8.
8. **General.** Frontline and Customer are each independent contractors and neither Party shall be, nor represent itself to be, the franchiser, partner, broker, employee, servant, agent, or legal representative of the other Party for any purpose whatsoever. Customer may not sublicense, assign, or transfer this Agreement, or any rights and obligations under this Agreement, in whole or in part, without Frontline's prior written consent. Any attempted assignment in violation of this Section shall be void. This Agreement shall be binding upon, and inure to the benefit of, the permitted successors and assigns of each Party. Notwithstanding anything to the contrary in this Agreement, except for Customer's obligations to pay amounts due under this Agreement, neither Party will be deemed to be in default of any provision of this Agreement for any delay, error, failure, or interruption of performance due to any act of God, terrorism, war, strike, or other labor or civil disturbance, interruption of power service, interruption of communications services, problems with the Internet, act of any other person not under the control of such Party, or other similar cause. Any controversy or claim arising out of or related to this Agreement, or breach thereof, shall be settled by mandatory arbitration, in accordance with the rules of the JAMS Arbitration Association and the decision of the arbitrator(s) shall be binding on the Parties thereto. This Agreement may be amended only by written agreement of the Parties, and any attempted amendment in violation of this Section shall be void. The waiver or failure of either Party to exercise in any respect any right provided under this Agreement shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement. If any of the terms of a Order Form or Statement of Work directly conflict with the terms of this Agreement (for the avoidance of doubt, where an Order Form or Statement of Work includes additional and more specific terms and conditions with respect to a concept addressed generally herein, no conflict shall be deemed to exist), the terms of the Order Form or Statement of Work shall take precedence for all Services, Work Product and Software under that Order Form or Statement of Work. This Agreement does not confer any rights or remedies upon any person other than the Parties, except Frontline's licensors. When used herein, the words "includes" and "including" and their syntactical variations shall be deemed followed by the words "without limitation." This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement.



G&K SERVICES SERVICE AGREEMENT	G&K ADDRESS 685 OLIVE STREET ST PAUL, MN 551 130	SERVICE AGREEMENT NUMBER GKS-062036
CUSTOMER ADDRESS	Isd 709 - Stc 301 N 40th Duluth, MN 55804	PHONE NUMBER (218) 336-8701

This Service Agreement, including the terms and conditions set forth below and in any attached written addenda, all of which are incorporated herein by this reference (collectively, "Agreement"), is entered into by the Customer referenced above and G&K Services, Inc. or one of its affiliates or subsidiaries ("G&K"). G&K agrees to provide the services and merchandise listed in this Agreement.

G&K's Service Guarantee:

- G&K will deliver to Customer all merchandise picked-up by G&K on a regularly scheduled delivery day by the next regularly scheduled delivery day;
- G&K will clean all merchandise using high standards in laundering methods;
- G&K will inspect, repair and deliver to Customer, on the next regularly scheduled delivery day, all merchandise needing repair that can reasonably be repaired;
- G&K will deliver to Customer, on the next regularly scheduled delivery day, replacement or additional uniforms ordered of a standard size and color and which are similar size and color as those in service at Customer, provided that G&K receives the order on a regular delivery day;
- G&K will replace worn-out merchandise of a standard size and color on the next regularly scheduled delivery day with merchandise meeting G&K's high quality standards, at no additional charge to Customer, except for merchandise damaged or lost and except for garment preparation charges;
- G&K will review with Customer, Customer's account for services and merchandise as needed or upon request; and
- G&K will meet or exceed Customer's needs, and respond to any Customer service request or concern within one business day.

If G&K fails to satisfy its Service Guarantee with respect to a particular piece of merchandise or a specific service, upon receipt of written notice from Customer, G&K will promptly undertake to correct the failure and issue Customer a credit for the specific item(s) or service(s) for the applicable service period. If G&K consistently fails to satisfy its Service Guarantee, Customer agrees to deliver written details of any failure to G&K. Upon its receipt, G&K will promptly undertake to correct any such failure and will do so within 60 days. If G&K fails to correct the specific issue(s) within 60 days, Customer may terminate this Agreement by giving written notice of termination within 15 days after the end of such 60-day period, provided all amounts due G&K are paid, G&K's merchandise is returned to G&K in good and usable condition (excepting ordinary wear and tear), or replacement value is paid for all G&K's merchandise that is unreturned or damaged and/or Non-standard Merchandise (as identified in the MERCHANDISE / SERVICE ITEMS table below).

This Agreement shall be effective and binding on Customer as of the date of execution by Customer. The initial term of this Agreement shall be 12 months ("Initial Term") from the date of installation. Following the end of the Initial Term, this Agreement shall renew automatically and continuously on a year-to-year basis (each year, a "Renewal Term"), unless either party gives the other party written notice of non-renewal 90 days prior to expiration of the Initial Term or any Renewal Term or otherwise terminates this Agreement as provided herein.

1. Customer agrees to pay all amounts invoiced by G&K under this Agreement even if Customer requests reduced or no service for a particular week or weeks. If G&K has extended credit to Customer, payment terms are Net 10 Days after the end of the month in which delivery was made. A late payment charge equal to the lesser of 1.50 % per month or the highest rate permitted by law will be charged on any past due amounts. G&K may elect at any time to revoke credit and continue to provide merchandise or service only on a cash-on-delivery basis. Annually, G&K may increase amounts charged hereunder by up to 5.00% over existing amounts. G&K may also separately increase such amounts, provided that G&K will provide advance written notice to Customer in the event such separate increases are required. At any time while this Agreement is in effect, G&K will charge Customer a minimum of the greater of \$0.00 or 75% of the average weekly amounts invoiced by G&K to Customer for merchandise and service provided during (a) the first eight deliveries, or (b) any lesser period from commencement of this Agreement. Customer will also pay G&K for any of G&K's merchandise that is lost or damaged (ordinary wear and tear excepted), the price for which shall be G&K's then current replacement value.
2. All rental merchandise supplied to Customer under this Agreement remains the property of G&K. Any merchandise designated as "NOG" (or similarly) is Customer's property.
3. Customer agrees to notify G&K in writing of anything introduced onto the merchandise that may pose a health or environmental hazard or risk, or which requires unique handling, e.g., merchandise contaminated or which may be contaminated with lead or other heavy metals, bloodborne pathogens, toxic or hazardous waste or materials. G&K reserves the right not to handle or process any merchandise soiled with any such substances.
4. Absent G&K's gross negligence or willful misconduct, Customer agrees to be responsible for and hold G&K and its officers, directors, employees, agents and other representatives, harmless from any and all claims, liabilities, losses, damages, injuries or deaths arising directly or indirectly from provision of merchandise, Non-standard merchandise and/or services to Customer or the use thereof by Customer or others.
5. Customer represents that it has no commitment to any other company for services, merchandise or Non-standard merchandise described in or otherwise covered under this Agreement. Customer agrees to order from G&K all of its requirements for the type of merchandise, Non-standard merchandise and services provided by G&K to Customer under this Agreement. The individual signing this Agreement for Customer is authorized (or possesses the requisite apparent or actual authority) to enter into this Agreement on Customer's behalf.
6. Upon any termination, expiration or cancellation of this Agreement for any reason, Customer will return to G&K all of G&K's merchandise in good and usable condition (excepting ordinary wear and tear) or pay G&K's then current replacement value for any such merchandise not returned or that is returned in damaged condition, will purchase at G&K's then current replacement price all Non-standard Merchandise and will pay to G&K all amounts owed under this Agreement, including all accounts receivable, plus, if applicable, the early termination fee.
7. In the event Customer fails in any of its commitments under this Agreement or files voluntary or involuntary bankruptcy or a receiver is appointed, G&K may, at its discretion, suspend its performance or terminate this Agreement upon written notice to Customer. Customer's obligations set forth in this Agreement will survive any such termination of this Agreement, as necessary.



G&K Services enhances your company's image and safety by consistently providing superior customer service and high quality work apparel and facility products and services. Our commitment to Service Excellence allows you to focus on what you do best while we focus on what we do best.

As a valued customer of G&K Services, we promise you that:

- Deliveries are complete, on time, and in good repair
- Billing is simple, accurate, and predictable
- Your needs are met promptly

Delivering Uniform Service Excellence:

8. OTHER THAN AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, ANY MERCHANDISE, NON-STANDARD MERCHANDISE OR SERVICES ARE BEING PROVIDED "AS IS," WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD AND WORKMANLIKE MANNER AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. CUSTOMER ACCEPTS SOLE RESPONSIBILITY FOR SELECTING THE TYPE AND AMOUNT OF MERCHANDISE, NON-STANDARD MERCHANDISE AND/ OR SERVICES HEREUNDER. CUSTOMER ACKNOWLEDGES THAT THE MERCHANDISE, NON-STANDARD MERCHANDISE AND/OR SERVICES SUPPLIED UNDER THIS AGREEMENT ARE SUPPLIED FOR GENERAL PURPOSES, EXCEPT WITH RESPECT TO MERCHANDISE OR NON-STANDARD MERCHANDISE SPECIFICALLY IDENTIFIED AS "FIRE RETARDANT," "FLAME RESISTANT" OR FOR OTHER SPECIFICALLY IDENTIFIED SPECIAL PURPOSE. CUSTOMER HAS NOT RELIED UPON ANY REPRESENTATION BY G&K OR ITS REPRESENTATIVES IN CUSTOMER'S SELECTION OF MERCHANDISE, NON-STANDARD MERCHANDISE AND/OR SERVICES.
9. IN NO EVENT WILL G&K'S TOTAL LIABILITY RELATED TO OR UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO G&K FOR THE MERCHANDISE, NON-STANDARD MERCHANDISE AND/OR SERVICES PROVIDED UNDER THIS AGREEMENT DURING THE 12 MONTHS PRECEDING ANY RELATED CLAIM. UNDER NO CIRCUMSTANCES SHALL G&K BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING LOST WAGES, REVENUE, PROFIT, OPPORTUNITY OR DATA, OR LOSS OF USE, EXEMPLARY OR PUNITIVE DAMAGES.
10. G&K reserves the right to substitute any rental merchandise with merchandise of similar likeness
11. The Addendum to G&K Services Service Agreement shall be used to add additional merchandise or service items that do not fit onto the face of this Agreement, add additional merchandise or service items that are added after the Agreement is in effect, or to help clarify the terms of the Agreement itself.
12. No additional terms, conditions or agreements provided by Customer with any purchase order, request for service, remittance or other communication shall be binding on G&K regardless of whether signature is required.
13. This Agreement, and any claim or dispute between the parties arising from or relating to this Agreement, the parties' relationship, the services provided by supplier, merchandise or Non-standard merchandise provided by G&K will be governed by Minnesota law, without regard to its conflict of laws provisions. Customer agrees that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state and federal courts located in the County of Hennepin, State of Minnesota, and under this mandatory provision, the courts located in Hennepin County, Minnesota shall have jurisdiction and venue over Customer for this purpose. Any claim or dispute must be resolved only as provided herein. Prior to filing any legal proceeding in any court, the parties will first attempt in good faith to resolve the claim or dispute, including by negotiation at agreed upon time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations. Customer will reimburse G&K for all costs, including attorneys' fees and related expenses, incurred by G&K to enforce the obligations of Customer under this Agreement.
14. With the exception of Customer's payment obligations, any interruption of either party's usual operations, or delay or termination of service provided in this Agreement, whether by acts of God, fires, explosions, strikes, or other industrial disturbances, or any cause beyond the reasonable control of the affected party, will not be considered a breach of this Agreement, provided that the affected party promptly undertakes actions to correct the matter giving rise to any such interruption or delay.
15. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, the remaining terms and conditions will remain in full force and effect. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements between the parties. No waivers or statements made by any representative of G&K will be valid unless included in writing in this Agreement or otherwise agreed to in writing by the parties. No amendment to this Agreement will be binding unless in writing signed by the parties.
16. All notices permitted or required under this Agreement must be in writing and transmitted by nationally recognized postal service, personal delivery, a nationally recognized courier service, certified or registered mail, return receipt requested, facsimile (with confirmation) or, with respect to G&K, on Customer's invoice.
17. Customer may terminate this Agreement early for any reason, provided that Customer notifies G&K in writing prior to the effective date of any such termination, and complies with all the requirements of Section 6, including payment of an early termination fee. The early termination fee is calculated as follows: multiply the number of weeks remaining in the current term times an amount equal to 50.00% of the average weekly amounts invoiced by G&K to Customer during (a) the first eight deliveries by G&K to Customer, or (b) any lesser period from commencement of this Agreement. To the extent that Customer terminates this Agreement as a result of G&K's consistent failure to satisfy its Service Guarantee as set forth in this Agreement, Customer shall be required to pay G&K the amounts referenced above, excluding only the early termination fee.
18. The following applies to Non-standard Merchandise. Non-standard Merchandise consists of any flame resistant or retardant garments, high visibility garments, enhanced visibility garments, permanently embroidered garments, logo mats, or any other merchandise or service item set forth in this Agreement where the "Non-Standard" column is marked.
 - Other than flame resistant or flame retardant merchandise normally stocked by G&K, Customer agrees to purchase any Non-standard Merchandise in service or in inventory for Customer upon termination of this Agreement at G&K's then current replacement price.
 - Customer is responsible for determining whether any Non-standard Merchandise is fit for a particular purpose and suitable for Customer's intended use, or the intended use of Customer's employees or others, and Customer assumes all risk and liability whatsoever in connection therewith.
 - Customer is hereby advised by G&K that certain Non-standard Merchandise may lose its properties over time as a result of a variety of factors, including repeat launderings, use of and/or damage to the merchandise. As a result, G&K makes no representation, guarantee or warranty whatsoever, including any implied warranty of merchantability or fitness for a particular purpose, that any Non-standard Merchandise will avert or prevent any particular safety occurrences or consequences which the Non-standard Merchandise may be designed to avert or prevent, whether laundered by G&K, Customer, or third parties.
 - G&K hereby disclaims, and Customer on behalf of itself, its employees and others, acknowledges and agrees that G&K shall have no liability whatsoever relating to the Non-standard Merchandise. Further, on behalf of itself, its employees and others, Customer hereby agrees to hold G&K and its officers, directors, employees, agents and other representatives, harmless from any and all claims, liabilities, losses, damages, injuries or deaths due directly or indirectly to the use, occurrences or consequences relating to the Non-standard Merchandise.

MERCHANDISE/SERVICE ITEMS						
Item Description	Number of Persons/Qty	Inventory per Person/Item	Unit Price	Service Frequency	Replacement Price	Non-Std
5202-151 : PAD BAKE-WRIST (NO SPECIFIC COLOR)	10	20	0.1100	Weekly (Once a Week)	1.06	
5610-774 : NAPKIN STANDARD SIZED-ULTR SPN (MEDIUM GRAY)	100	200	0.0600	Weekly (Once a Week)	1.50	
5870-774 : TABLECLOTH 90 X 90-ULTR SPN (WHITE)	10	20	0.8800	Weekly (Once a Week)	14.04	
5825-774 : TABLECLOTH 52 X 52-ULTR SPN (WHITE)	10	20	0.4900	Weekly (Once a Week)	7.00	
5210-242 : BAR TOWEL RIBBED TERRY-HVYWGHT (WHITE)	25	50	0.0700	Weekly (Once a Week)	0.70	


Delivering Uniform Service Excellence.

5100-050 : APRON BIB POLYESTER NONPERSONAL-NO POCKET (WHITE)	10	20	0.1600	Weekly (Once a Week)	1.28
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Comments: Chef hats 20x.32=\$6.40

ANCILLARY FEES

AMOUNT		AMOUNT			AMOUNT	
<i>Nametag / Prep / Emblem</i>	\$0.00 / \$0.00 / \$0.00	<i>Outsize/Special Size</i>	35.00%		<i>Lockers/Soil Lockers</i>	
<i>Direct Embroidery</i>	\$0.00	<i>Environmental WW CHRG</i>	0.0%	\$0.00	<i>Auto Replacement (Wipers)</i>	0.0000%
<i>Image Guard / Prep Guard</i>	NO / NO	<i>Energy CHRG</i>	0.0%	\$0.00	<i>Auto Replacement (Flat)</i>	0.0000%
<i>Restocking Charge</i>	\$0.00				<i>Auto Replacement (Fluff)</i>	0.0000%

CUSTOMER AUTHORIZATION	G&K SERVICES AUTHORIZATION
CUSTOMER SIGNATURE ↓ 	G&K MANAGEMENT SIGNATURE
PRINTED NAME ↓ Bill HANSON	G&K MANAGEMENT PRINTED NAME
TITLE ↓ CFO	G&K MANAGEMENT TITLE
DATE ↓ 10/17/16	G&K MANAGEMENT ACCEPTANCE DATE

Section I - Customer Information

Company Name: ISD 709 - East High School
Business Type: Education
Address: 301 North 40th Ave E
City: Duluth State/Province: Mn Postal Code: 55804

Section II - Products Being Cleaned

- uniforms, industrial aprons, linens (including bath towels, cloths, food aprons, chef hats), shop/print towels, dry mops, wet mops, gloves, butcher/counter coats/wraps, metal finishing wipers, lab coats, other, microfiber mops/dusters, mats, smocks/scrubs, fender covers

Provide a detailed description of how and where products are used in customer operations:

Normal kitchen grease.

Section III - Source of Soils

Identify the types of soil likely to be on the materials being sent to G&K for cleaning. Choose all that apply.

Soil Types:

- Petroleum-based oils, Chlorinated solvents (P- and F-listed), Other solvents, Inks/dyes, Human pathogens (bloodborne, airborne, food-borne)/ biological agents/infectious substances, Asbestos, Carcinogens/mutagens/teratogens, Pesticides (identify), Acids/bases/corrosives, Heavy metals (indicate which): lead, chromium (VI), cadmium, arsenic, nickel, silver, zinc, other

Identify all checked above:

N/A

Section IV - Solvent-Contaminated Wipes

Will any materials being sent to G&K for reconditioning be regulated as "Excluded Solvent Contaminated Wipes"? Yes No If Yes, note that G&K can not accept Solvent Contaminated Wipes unless they are in proper containers, are properly labeled and contain no free liquids, check with your State agency for more information.

Section V - Customer Assertion

The undersigned asserts that the above information is complete and accurate, that the Prohibited materials list on the reverse side of this form has been reviewed and that none of those materials will be present in the shipments offered to G&K Services. I further assert that "free liquids" will not be present in containers of any products sent to G&K.

I understand that materials present on textiles offered for shipment that have not been disclosed to a G&K representative or this form, or in writing at a later date, will be rejected until they can be further reviewed by a G&K representative. I have counseled with knowledgeable persons in my company, if necessary, to allow making these assertions.

I will inform G&K Services in the event that information provided in this form changes:

Printed Name: Bill Hanson Contact Phone: 218/336-8704
Title: CFO Contact Fax:
Signature: [Signature] Date: 10/17/16

COLLEGE in the HIGH SCHOOL
OPERATING GUIDELINES
2016-2017 Academic Year

Fond du Lac Tribal & Community College (FDLTCC) and ISD #709 enter into the following agreement to offer college classes in the secondary school in the College in the High School Program - A partnership with secondary schools.

1. The college courses shall be those that are regularly developed and taught at the campus of the sponsoring college, and which would be accepted as part of the general education requirement for the associate degree.
2. Teachers of college courses in high schools should have (1) a master's degree in the field to be taught; or (2) master's degree and 18 graduate credits which would apply to the field to be taught; and (3) has had at least 5 years of successful teaching in the subject area to be taught; and (4) must provide the college with a resume, transcripts, and teaching certificates.
3. Textbooks and other instructional material, which are specified in the course outline, shall be ordered through the college bookstore unless the college authorizes an exception. The college mentor for the course will work with the instructor on textbook selection.
4. The course content and course outline are to be followed. The high school instructor will be assisted and supported by a mentor designated by the college. The high school should make every effort to provide the high school instructor with as much extra preparation time as possible.
 - A. Course plans shall be developed which address:
 - The length and number of class meetings and how they will be used to cover the subject matter of the course.
 - Class lists and procedures for adding or dropping courses. (A student may drop a course within the 25 days of the college schedule.) High school teachers must report all class withdrawals to the college two weeks before final grades are submitted to the college.
 - Library resources and college writing expectations.
 - Required materials and tests.
 - Attendance policy and how it applies to grading.
 - B. For courses that are taught for the first time by a high school instructor where either (1) the course or (2) the high school instructor is receiving supervision for the first time by the cooperating college instructor, meetings shall take place as follows:
 - At least one meeting between the cooperating college instructor and the high school instructor prior to the start of the course.
 - At least three in-person observations per class section by the cooperating college instructor. Written reports of these observations shall be made to the program director, who will report to the Dean of Instruction, and to the high school principal.
 - At least one follow-up meeting between the cooperating college instructor and the high school instructor. Any recommendations are to be given to the program director who will consult with the Dean as necessary.

COLLEGE in the HIGH SCHOOL
OPERATING GUIDELINES
2016-2017 Academic Year

C. For repeat courses or courses that continue as part of a sequence which involve both (1) the same high school instructor: and (2) the same cooperating college instructor, at least two meetings shall be arranged between the two instructors.

5. Class enrollment is restricted to students registered through Post-Secondary Enrollment Options, Concurrent Enrollment or Board Policy 111.01.03.

6. The high school will establish college approved selection criteria for admissions to the college courses with a priority given to those students who demonstrate the ability to benefit from college level course work. These criteria and standards for admissions shall be distributed to high school students by the high school.

The Minnesota State Colleges and Universities (MNSCU) Board Policy stated the following requirements shall apply (1) to high school students participating in the Post-Secondary Enrollment Options program in a community college; and (2) to community college courses taught by high school teachers, to high school students, through a cooperative arrangement between a community college, and a high school.

PSEO participation shall be available to juniors and seniors enrolled through a Minnesota high school, home school, or alternative-learning center who present evidence of the ability to perform college-level work. Such evidence includes the following:

A. for juniors, class rank in the upper one-third of their class or have a score at or above the 70th percentile on a nationally standardized, norm-referenced test, or have at least a 3.0 GPA

B. for seniors, class rank in the upper one-half of their class or have a score at or above the 50th percentile on a nationally standardized, norm-referenced test or have at least a 2.5 GPA

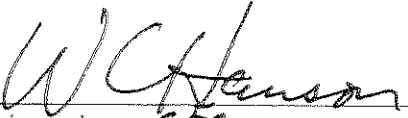
C. 9th or 10th grade students who rank in the upper one-tenth of their class or attain a score at or above the 90th percentile on a nationally standardized, norm-referenced test, or have a favorable recommendation from a designated high school official to enroll in that course.

D. The accuplacer shall be administered by the college staff to high school students seeking to enroll in CITS classes. If the scores for any high school student indicate a lack of preparation for college level work, enrollment should not be approved.

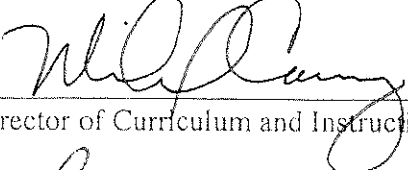
An exception to the above standards may be approved by the community college president or provost based on a signed statement by the high school principal, or other authorized school official, indicating that the student could benefit from college courses, and is recommended for admission.

COLLEGE in the HIGH SCHOOL
OPERATING GUIDELINES
2016-2017 Academic Year

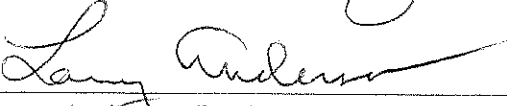
7. Parents of prospective students will be given an opportunity to meet with Instructor, Guidance Counselor, and College Representative to discuss the student's responsibilities.
8. The college will provide registration, grade reports, transcripts, maintain records for high school students, and award full college credit for successfully completed courses.
9. The high school will provide a qualified instructor, classroom and lab facilities (if needed), instructional materials (including textbooks), and time for the instructor to plan the course and meet with the designated mentor.
10. The fee will be \$1500 for each CITS Course offered per semester. Multiple sections of the same course taught by the same instructor during the same semester will not incur an additional fee. The course will be at no cost to the student.
11. A minimum of 12 students is needed to run any class at the high school under this program. This requirement may be waived at the discretion of the FDLTCC President.
12. Classes shall be discrete college or university level courses that must have at least 51% of the students taking the course for college credit. However, to help maintain the integrity of the class, schools should try to maintain as high a percentage of college credit students as possible with 100% being ideal.
13. High School instructors teaching CITS classes must make every effort to attend annual college professional development days provided by the college.



Superintendent *cto*



Director of Curriculum and Instruction



Larry Anderson, President
Fond du Lac Tribal & Community College

**Concurrent Enrollment
Between
Lake Superior College
And
Duluth Public Schools High School ISD # 709
2016-2017**

PURPOSE

This agreement between Duluth Public School District (ISD #709) and Lake Superior College, Duluth, Minnesota, is effective for the academic year 2016-2017. The intent of this agreement is to provide Duluth Public School students an opportunity to enroll through Concurrent Enrollment in Lake Superior College courses. The purpose for providing Concurrent Enrollment is to create a seamless educational path for area high school students. Lake Superior College is building bridges with our area high schools. Lake Superior College will work cooperatively and in partnership with high school personnel and students in the enrollment procedures, validating course competencies, and grade transcription.

COST: The cost to the high school is **\$1,500 per course/teacher**. The cost will cover all sections taught at Duluth Public Schools. The total cost is **\$9,000 for the courses listed. (\$1,500 x 6 courses = \$9,000) *** If one teacher teaches multiple sections it is one fee; if more than one teacher is assigned to the separate sections of the same course there is an additional fee of \$1500.00 per teacher. The billing date of these courses will be November 1, 2016 with payment expected 30 days later.

Course grades will be recorded on a LSC transcript. The LSC High School Connections Program staff will send a grade report to the high school each term for the students enrolled. Students may request an official transcript with a written request and a processing fee.

STUDENT QUALIFICATIONS

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

Eligibility:

- Seniors must rank in the top half of their class.
- Juniors must rank in the top third of their high school class or have a 3.0 cumulative G.P.A.;
- Sophomores may enroll in specific Career and Technical Education (CTE) courses if they have taken the 8th grade MCA reading test in the 8th grade and have met the composite proficiency level of meets or exceeds.
- Students must also meet the pre-requisites of individual courses as determined by the Accuplacer or ACT test or prior college coursework.
- For more information please see: <http://www.mnscu.edu/admissions/pseo.html>

INSTRUCTOR QUALIFICATIONS

High School instructors who teach college courses in high school are expected to meet the same minimum qualifications as set by the Minnesota State College Faculty Association and the Minnesota State Colleges and Universities. Please refer to the following link: <http://www.cfc.mnscu.edu/fields/Code/credentials.php>

COLLABORATION REQUIREMENTS

Lake Superior College High School Connections Staff

- Ensures that all CITS registrations are entered for each CITS class.
- Ensures that each CITS class is created in ISRS.
- Maintains records for all completed CITS classes.
- Maintains records for all Waiver Requests.
- Makes appropriate record adjustments for student in accordance with add/drop and withdrawal policies.
- Provides each high school with course outlines for each CITS class.
- Provides information that informs CITS students about academic and student support services available to all students at the college.
- Provides necessary registration, withdrawal, and add/drop policy tools and information.
- Provides transcript request information to all students.
- Sends class lists to high school as soon as the registrations are complete. Works with each high school to ensure that CITS class lists are correct.
- Works with each high school to ensure all grades are submitted and recorded in ISRS.

Lake Superior College Faculty Mentor:

- Arranges to guest lecture if requested by the high school instructor.
- Collaborates with the high school CITS instructor to clarify approved college course outline and outcomes and to create a syllabus with the CITS instructor; assures that assessment meets college criteria.
- Extends to the high school CITS instructors, invitations to participate in appropriate campus-based faculty development activities.
- Meets regularly (face-to-face, email, telephone) with high school CITS instructor and monitors assignments, exams, projects, and instructional effectiveness to ensure that the course meets the learning outcomes contained in the LSC course outline. Faculty mentors will make at least one visit to the high school per course.
- Provides current college text information and/or exam copies of the text, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school CITS teacher's use.
- Provides instructors who have taught the course previously with copies of new course outlines, new calendars, schedules or other information as courses change.
- Submits to the CITS coordinator a copy of the site visit forms at the end of the semester or year of interchanges with high school instructors for each CITS course.
- Supports CITS instructors, giving additional time and attention to instructors new to the program.

High School Instructors, Administrators & Staff:

- Agrees to terms of the LSC policy for add/drop processes and withdrawals.
- Assigns final, whole letter grades to each student on the class lists provided by LSC's CITS staff.
- Collaborates with LSC staff to administer Accuplacer test to potential CITS students and/or provide ACT scores to assure compliance with PSEO eligibility requirements.
- Contacts the LSC CITS program for withdrawals in accordance with LSC policy.
- Ensures completion of LSC registration forms and sends forms to the High School Connections Office.
- High schools will notify parents/students of CITS course offerings.

- Meets regularly (face-to-face, email, telephone) with LSC faculty mentor and provides sample assignments, exams, projects, to ensure that the course meets the learning outcomes contained in the LSC course outline. LSC Faculty mentors will make at least one visit to the high school per course.
- Provides LSC with a course syllabus for each CITS course.
- Signs CITS contract and returns it to LSC by April 29, 2016. Amendments to the contract will be accepted until August 1, 2016 for the 2016-17 academic year.
- The completed grade sheet is to be signed and sent the LSC staff within two days of the last day of the CITS class.
- To the extent possible, provides counseling services to students and their parents or guardian before students enroll in CITS courses. This ensures that the students and their parents or guardians are fully aware of the risks and possible consequences of enrolling in CITS courses.
- New course proposals to be submitted by April 29, 2016.

School	Courses	LSC Titles	LSC Credit	HS Instructor	LSC Faculty	Indicate Offerings Fall	Indicate Offerings Spring	Indicate Offerings All Year	High School Course Name	HS Course Number
The following courses will be covered under this Concurrent Enrollment Agreement:										
Denfield	ALTH 1400	Intro to Allied Health	2	Olson	TBA	x			CITS Medical Occupations (2 Hour Block of time)	151221
Denfield	ALTH 1410	Medical Terminology	1	Olson	TBA	x				
Denfield	MATH 1150	Pre-Calculus	5	White	TBA	x				
Denfield	NUNA 1420	Nursing Assst/Home Health	4	Olson	TBA		x		CITS Pre-Calculus	181701-181702
									CITS Intro to Nursing	151322
East	ALTH 1400	Intro to Allied Health	2	Olson	TBA	x				
East	ALTH 1410	Medical Terminology	1	Olson (Denfield and East)	TBA	x			CITS Medical Occupations (2 Hour Block of time)	151221
East	BIOL 1005	Intro to Cell Biology	1	Kyes	TBA			x	CITS Human Anatomy and Physiology	222401-222402
East	BIOL 1150	Human Anatomy	4	Kyes	TBA			x		
East	MATH 1150	Pre-Calculus	5	Graves (East 2 Sections)	TBA			x	CITS Pre-Calculus	181701-181702
East	MATH 1150	Pre-Calculus	5	Florestano	TBA			x	CITS Pre-Calculus	181701-181702
East	NUNA 1420	Nursing Assst/Home Health	4	Olson (Denfield and East)	TBA		x		CITS Intro to Nursing	151322

COURSES

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

Course	Title	Credits	JIS Instructor	LSC Faculty	Indicate Offerings (X)
					Fall (Sept-Jan) Spring (Jan-June) AB Year (Sept-June)
ALTH 1400	Intro to Allied Health	2	Kari Olson	TBA	
*ALTH 1410	Medical Terminology	1	Kari Olson	TBA	X
PHYS 1001	Intro to Cell Biology	1	Alison Wood	TBA	X
PHYS 1140	Human Anatomy and Phys	4	Alison Wood	TBA	
BGS 1100	Principles of Biochemistry	3	Mike Derrico	TBA	
ALTH 1150	Pre-Calculus	5	Jim White	TBA	X
NUHA 1420	Nursing Asses/History Health/Aid	4	Kari Olson	TBA	X

For multiple honors for a course, please indicate both terms with (a).
 *These courses are considered one course for one fee.

Denfield Public Schools

Lake Superior College

[Signature]
 Title: Director of Enrollment

[Signature]
 Title: Director of Enrollment

[Signature]
 Title: Director of Enrollment

[Signature]
 Title: Director of Enrollment

5/15/16
 Date

[Signature]
 Title: Director of Enrollment

[Signature]
 Title: Director of Enrollment

[Signature]
 Title: Director of Enrollment

[Signature]
 Title: Director of Enrollment

5-31-16
 Date

[Signature]
 Title: Director of Enrollment

Please pay close attention to designated terms of course offerings as LSC faculty member assignments must be made prior to start of term. Changes in addends to this contract must be made by August 1, 2016 for fall semester terms. Addenda for the contract for spring term only can be made if requested and approved by December 1, 2016.

COURSES

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

Course	Title	Credits	HS Instructor	LSC Faculty	Indicate Offerings (x)	Indicate Offerings (x)	
					Fall (Sept-Jan)	Spring (Jan-June)	All Year (Sept-June)
*ALTH 1400	Intro to Allied Health	2	Kim Olson	TBA			
*ALTH 1410	Medical Terminology	1	Kim Olson	TBA	X		
*BIOL 1005	Intro to Cell Biology	1	James Kyes	TBA	X		
*BIOL 1140	Human Anatomy and Phys	4	James Kyes	TBA			X
REAG 1400-2	Elementary Accounting I & II	2	Albert Magallon	TBA			X
MATH 1150	Pre-Calculus	5	Christine Osthus	TBA			X
MATH 1150	Pre-Calculus	5	Peter Graves	TBA	X		
NUINA 1420	Nursing Asst/Home Health Aid	4	Kim Olson	TBA	X		

For multiple terms for a course, please indicate both terms with (X).
 * These courses are considered one course for one fee

Reema Freestrom
Lake Superior College

Duluth East Public Schools

Jamie Osawa
 High School Guidance Counselor or Designer

Jessica KSC
 Principal
Christine Osthus
 Supervisor of Advanced Learning
W. Anderson
 Director of Curriculum and Instruction

Michael Jemo
 Michael Jemo, Director of Admissions
Michael Jemo
 Michael Jemo, VP Academic & Student Affairs

5/15/16
 5-31-16
 Date

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

Please pay close attention to designated terms of course offerings as LSC faculty mentor assignments must be made prior to start of terms. Changes to assignments to this contract must be made by August 1, 2016 for fall semester terms. Additions to the contract for spring term only courses may be considered if requested and approved by December 1, 2016.

Amendment to LSC Contract Agreement for 2016-2017 School Year- Prior to August 1, 2016

(No changes shall be revised after this date)

Change Requested: Add/change instructors for Pre-Calc

Reason for Change: Adding additional instructor for Pre-Calc

Payment change: 7 x courses @ \$1500.00 each = \$10,500.00


REVISED COURSE LIST

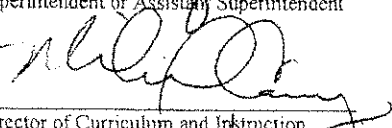
The following courses will be covered under this Concurrent Enrollment agreement:

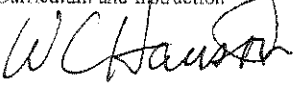
Course	Title	Credits	HS Instructor	LSC Faculty	Indicate Offerings (x)		
					Fall (Sept- Jan.)	Spring (Jan-June)	All Year (Sept-June)
*ALTH 1400	Intro to Allied Health	2	Kim Olson	TBA	x		
*ALTH 1410	Medical Terminology	1	Kim Olson	TBA	x		
*BIOL 1005	Intro to Cell Biology	1	James Kyes	TBA			x
*BIOL 1140	Human Anatomy and Phys	4	James Kyes	TBA			x
MATH 1150	Pre-Calculus	5	Tim White	TBA			X
MATH 1150	Pre-Calculus	5	Christine Osthus	TBA			x
MATH 1150	Pre-Calculus	5	Bill Garnett	TBA			x
MATH 1150	Pre-Calculus	5	Peter Graves	TBA			x
NUNA 1420	Nursing Asst/Home Health Aid	4	Kim Olson	TBA		x	

For multiple terms for a course, please indicate both terms with (x). *These courses are considered one course for one fee

Duluth Public Schools


 Superintendent or Assistant Superintendent

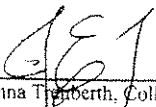

 Director of Curriculum and Instruction

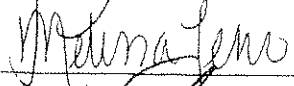

 W. Chausson

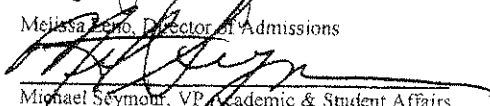
8/3/16

 Date

Lake Superior College


 Jenna Treiberth, College in the Schools Coordinator


 Melissa Lemo, Director of Admissions


 Michael Seymour, VP Academic & Student Affairs

8/15/16

 Date

*Note: Contract not valid until all signatures are obtained Cc: LSC Business Office

Contract Agreement

This Agreement, made and entered into this 30th day of September by and between Independent School District #709, a public corporation, hereinafter called District, and Joan Sargent, and 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 September 30, 2016, and shall remain in effect until June 8, 2017 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.** (Provide A separate page detailing a description of the programs of services to be performed by contractor, as well as the funding source for payment.)
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 \$4,800. 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 monthly basis, using either the District Invoice 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, ISD709, Duluth Public Schools, 215 N. 1st Ave. E. 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 230 W. 6th Street Duluth, MN 55806. (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 #709

Contractor

~~Chair~~

Joan Sargent

Name

Independent Contractor 9/30/16

Title

Date

~~Clerk~~

Joan M. Sargent 9/30/16
Program Director

Taxpayer Identification Number

W. C. Hanson 10/27/16
Director of Budget and Finance

9/30/16
Date

AS

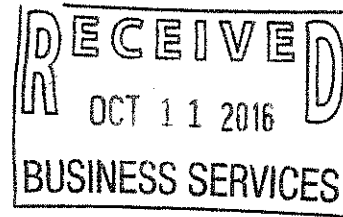
Description of Services

To be provided by independent contractor Joan D. Sargent
For ISD #709- Denfeld High School for the academic year 2016-17

- Facilitate 4 ½ day Intercultural Leadership Retreat
- Organizational meetings as needed with Denfeld Administration
- Determine participant list (mix of gender/ content area/ certified & non-cert. ringers)
- Schedule retreat dates and space
- Administer formative evaluation midway through retreat and summative evaluation at conclusion of retreat
- Provide mini orientation session to onboard new staff to intercultural process
- Draft communication to invite participants
- Send letter of invite from administrator to participants
- Set up IDI electronically for 21 participants
- Purchase and setup DISC
- Order Intercultural Conflict Survey (ICS)
- Create spreadsheet to track inventory completion & IDI feedback sessions
- Schedule and provide individual IDI feedback sessions with QA's
- Agenda retreat revisions as needed
- Prepare facilitator schedules
- Prepare handouts for participants (binder cover/three hole punched/collated)
- Purchase and gather all supplies
- Send follow communications via email with retreat logistics to participants
- Create IDI and DISC group profile
- Order DISC Group Profile
- Finalize menu and confirm with site



Duluth Entertainment
Convention Center



September 20, 2016

Jerry Upton
Duluth East High School
301 North 40th Avenue East
Duluth, MN 55804

Dear Jerry:

Thank you for choosing the Duluth Entertainment Convention Center (DECC) to host the East High School Holiday Concert 2016 on December 17, 2016.

Enclosed are DECC rental agreements. Please sign and return all three contracts to the DECC within seven (7) business days. At that time, we will execute the documents and a signed original will be returned to you.

For any public event or groups over 500, the DECC requires a copy of the certificate of insurance naming the City of Duluth and the Duluth Entertainment Convention Center Authority as additional insureds; (Per Article #10 of your Rental Agreement). Within thirty (30) days of your event, please send a copy of the certificate of insurance to my attention at the DECC.

If you have any questions or concerns regarding this contract, please feel free to contact me at 218-623-1206.

Sincerely,

A handwritten signature in cursive script that reads "Mary Sullivan".

Mary Sullivan
Director of Event Planning

MS/bjc

Enclosure

DECC
DULUTH ENTERTAINMENT CONVENTION CENTER
RENTAL AGREEMENT

THE ENTIRE DECC COMPLEX IS A NON-SMOKING FACILITY

In consideration of the fees and covenants herein expressed by the DULUTH ENTERTAINMENT CONVENTION CENTER AUTHORITY, an Authority created by charter by the State of Minnesota, herein referred to as the "DECC" does hereby give permission to the following:

Organization/Company Name: **East High School**
(hereinafter referred to as the "Permittee")

Address: **Duluth East High School, 301 North 40th Avenue East, Duluth, MN, 55804**

Telephone: **218-336-8845**

Contact Name: **Jerry Upton**

For the Sole Purpose of: **East High School Holiday Concert 2016**

To use the following specified facilities of the Duluth Entertainment Convention Center on the following day(s):

December 16-17, 2016 (Friday and Saturday)

Symphony Hall (Friday Set-up/Saturday concert)

Paulucci Hall (Saturday staging)

1. The rent to be paid by the Permittee is in the amount and on the basis and terms as follows:

\$2,640.00 (Two Thousand Six Hundred Forty Dollars and no cents)

Plus the following:

Equipment List and Audio-Visual - (Effective 1/2016 or current rates)

Catering and/or Exhibit Arrangements by Separate Agreement

2. ~~A \$1,000.00 non-refundable deposit is required seven (7) business days after receiving this contract.~~ Remaining balance will be billed and due upon receipt.
3. All food and beverage must be purchased through the Duluth Entertainment Convention Center. A pre-determined menu is required for all meal functions. The DECC requires that menu selections be made at least four (4) weeks prior to the event.
4. Because the DECC prepares for the number of meals guaranteed, a guaranteed number of meals is required 5 business days in advance. This number is not subject to reduction within this 5 business day period. Permittee will be charged for the number guaranteed, unless additional meals are served. If no guarantee is received, Permittee will be charged for the number on the catering confirmation.

5. Permittee agrees not to use any decorative materials prohibited by city ordinance including, but not limited to, crepe paper (flameproof or not), cellophane (shredded or not), confetti, cornstalks, and helium balloons. Display items may not be affixed to any wall, floor or ceiling with nails, staples, tape or any other substance.
6. Permittee agrees not to stage any act or performance in which fire or flame is involved without first seeking written permission from the Fire Prevention Bureau of the City of Duluth.
7. The DECC will use its best efforts to accommodate the Permittee with specified rooms, however, should the circumstances warrant, the DECC reserves the right to move the event from one room to another. Advance notification will be made should this situation arise.
8. The DECC is a **smoke free building**. We request that only *designated* outside areas be used.
9. Permittee shall indemnify and hold the DECC harmless of and free from any and all loss, damage, or injury to any person or persons, whomsoever, or property arising from the use of described facilities.
10. Insurance is required for any group over 500 people or when the event is open to the public. Permittee agrees to obtain, at its own cost and expense, public liability insurance in the sum of not less than \$500,000.00 for each person injured or killed, and not less than \$1,000,000.00 for the injury or death of two or more persons in any one occurrence, and property damage in the sum of not less than \$100,000.00 for each occurrence. All policies of insurance **shall name the City of Duluth and The Duluth Entertainment Convention Center Authority as additional insured** and shall contain a provision that such policy shall not be canceled without thirty (30) days written notice to the Duluth Entertainment Convention Center Authority. Permittee shall, at the time of the execution of this agreement, furnish the DECC with a copy of said policy or policies, or a certificate or certificates that such insurance has been issued.
11. The DECC is the official exhibit decorator for the Duluth Entertainment Convention Center. The DECC agrees to receive display materials one week prior to the opening of any show. The DECC will utilize reasonable efforts to secure and safeguard said display items while in storage. However, the Permittee shall be fully responsible for such materials while in storage.
12. This contract shall be binding by the DECC and the Permittee, its successors or assignees. The Permittee and the DECC agree that the DECC will not be liable for non-performance of this contract when non-performance is attributable to events beyond reasonable control of the DECC such as acts of God, national emergencies, and inoperable building conditions.
13. Permittee shall not assign or transfer this agreement, or sublet any portion thereof, without the written consent of the DECC. The Permittee herein is an independent contractor and not the agent or employee of the DECC.
14. The DECC reserves the right to refuse the sale or distribution of any or all novelty items or merchandise which the DECC deems offensive or objectionable.
15. The DECC will provide standard room-set per room used, public address system, heat, light, ventilation, air conditioning, building maintenance, janitorial services and building attendant.
16. The City represents, to the best of its knowledge, that the Duluth Entertainment Convention Center meets applicable requirements of the Americans with Disabilities Act (ADA) of 1990 and will hold harmless the Permittee from any claims of violations or non-compliance with the ADA that are beyond the control of the Permittee.

17. The DECC is the official decorator for the installation of exhibit booths, decorations, etc. The DECC and Permittee shall enter separate contract for decorator and convention services. You are welcome to bring in free of charge, any custom booths and custom items from your decorator. However, if they are standard items that we could supply Permittee agrees to pay 50% upcharge on services of any outside decorating firm on what our current year prices would have been. Permittee shall be responsible to Executive Director for any damage to building through erection of such booths or decorations. The DECC agrees to receive display material and equipment one week prior to the opening of any show, however, the Permittee shall hold full responsibility for such material while in storage. The DECC, its employees, or its assigns shall install all electrical outlets and cables to the booth area at the specified rates as established in Electrical Order Form. Permittee agrees to compensate the DECC for any loss of equipment or damage to any wiring, from any cause, to furnish the Permittee the use of the facilities herein described. Permittee further agrees to reimburse the DECC for any loss of equipment or damage to any wiring, from any cause, during the running of the show excepting that of natural wear of the electrical equipment. The DECC shall furnish the Permittee an inventory of such equipment at time of installation.

IN WITNESS WHEREOF, the DECC has caused these presents to be signed by its Executive Director or Authorized Representative, and the Permittee has executed the same the day and date first written.

Dated this 20th day of September, 2016

DULUTH ENTERTAINMENT CONVENTION CENTER

By: _____
Executive Director
Duluth Entertainment Convention Center
(DECC)

WCHanson _____
Permittee Signature

CFD _____
Permittee Title

10/12/16 _____
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of September, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Daniel Oyinloye, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of October 3, 2016, and shall remain in effect until June 30, 2017 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** The Contractor will provide services at the middle and high schools during after-school activities, school class periods, and W.I.N. periods in the following areas: Recruiting student participants, Recruiting Volunteers and Spoken Word Artists, Facilitating the Be Heard Poetry Slam Program, Assist youths in developing and presenting their narratives, Working with Truartspeaks (Be Heard Poetry Slam organizers) staff on hosting Duluth Semi-Final, Design & Video Editing, Event Planning, Marketing for Slam Preliminary *The Be Heard MN Youth Poetry Slam Series is an annual youth program that identifies six Minnesota youth poets between the ages of 13-19 to represent the state in the international Brave New Voices youth poetry slam festival. Be Heard advances literacy levels and leadership skills of participants through cohort specific writing and performance workshops, community engagement activities, and specialized training for participants.
3. **Background Check .** (Applies to contractors working independent with students) Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.
4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for Be Heard Student Workshops at \$50.00/hour (max of 4 hours/week) and Be Heard Project Implementation at \$25.00/hour (max of 2 hours/week) up to a sum not to exceed \$7,000.00 (seven thousand and no/100 dollars). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;

reference in this Agreement.

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

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

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

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

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement. In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Daniel Oyinloye, 315 N Lake Ave, Apt #221, Duluth, MN 55806 phone: 952.201.7352

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

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

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

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

except by written agreement of the parties.

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

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

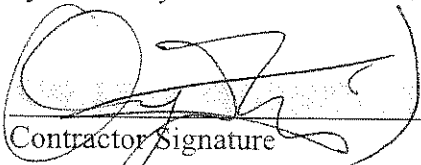
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

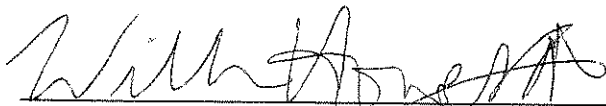
Workers' Compensation Insurance: Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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


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

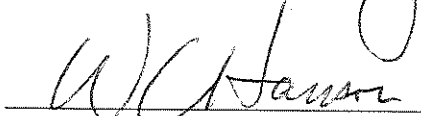
AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

		10/19/2016
Contractor Signature	SSN/ Tax Identification Number	Date

Initiator - (Contact with questions)	
	Date

	
Program Director	10/19/16
	Date

	
Director of Curriculum and Instruction	10/19/16
	Date

	
Director of Business Service / Superintendent of Schools	10/20/16
	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 31 day of October, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Kristi Burton, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 10/31/2016, and shall remain in effect until 06/08/2017, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Ms. Burton will work directly with the Denfeld invASIAN student club to coordinate the after-school program and facilitate student plans for events surrounding culture, identity, and pertinent issues. This will include weekly meetings, cultural events, and collaborative work with other student clubs working toward cultural awareness and community at Denfeld. She will also plan supplemental programming for group bonding among the students in the invASIAN club.

3. **Background Check .** (Applies to contractors working independent with students)

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at a rate of \$20.00/hour up to 2 hours/week, 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.

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

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

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any

such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail Kristi Burton, 15 E. Kent Rd. Duluth, MN 55812 507-438-1845

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

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

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

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

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

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

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

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

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

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

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


Contractor Signature

SSN/ Tax Identification Number

10/30/16
Date

Jeremy Rupp
Initiator - (Contact with questions)

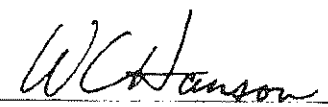
Date


Program Director

10/24/16
Date


Director of Curriculum and Instruction

10/27/16
Date


Director of Business Service / Superintendent of Schools

10/27/16
Date

AGREEMENT

THIS AGREEMENT, made and entered into this day of 18th day of October, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Welch Center Inc. dba Valley Youth Centers (Russ Salgy, Agency Director), an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of December 3, 2016, and shall remain in effect until December 3, 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.** For the 2016 Hmong New Year Celebration, volunteer Hmong youth and their families will work together to plan, prepare, and share their rich New Year traditions and heritage through Hmong food, fashions, traditional and contemporary Hmong music, ball toss and a talent show. The Valley Youth Center (VYC) is the financial agency supporting the Twin Ports Hmong New Year Celebration. The VYC will coordinate community volunteers and provide all the services, supplies, and staff necessary to make this a learning opportunity for students, staff, and families of the Duluth Public Schools to attend and gain understanding and appreciation for Hmong history and culture.
3. **Background Check .** (Applies to contractors working independent with students)
*Does not apply to this contract.
4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$500.00 (five hundred and no/100 dollars). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by the District at least 5 days prior to the date of service, in order for the contractor to have the necessary resources to provide the agreed upon services.
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any

items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail: Russ Salgy, Copeland Community Center, 28 E Village View Dr, Duluth, MN 55805.

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

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

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

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

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

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

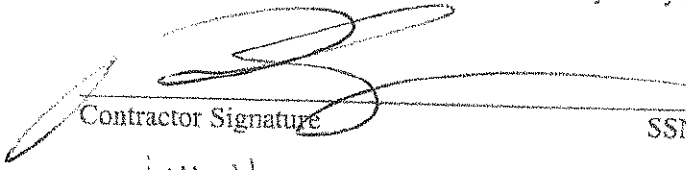
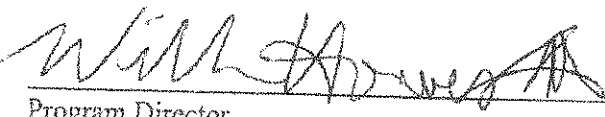
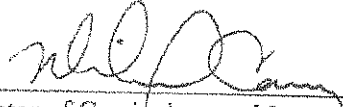

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

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

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

	Contractor Signature	SSN/ Tax Identification Number	10-28-16	Date
W.M. HOWES	Initiator - (Contact with questions)			Date
	Program Director		10/20/16	Date
	Director of Curriculum and Instruction		10/27/16	Date
	Director of Business Service / Superintendent of Schools		10/27/16	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of October, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Winfred Jackson, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of October 3, 2016, and shall remain in effect until June 30, 2017, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Lacrosse - ½ Day Professional Development opportunity for Physical Education teachers. Contractor will provide a presentation on the historical, cultural, and modern-day perspective on the Indigenous game of Lacrosse for Dakota people. Contractor will also provide instruction on skill-drills, games, and techniques for the game of lacrosse to be utilized with/by students. Contractor will also provide presentations on the same content for student and/or family groups as part of after-school and family engagement programming.

3. **Background Check .** (Applies to contractors working independent with students)

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at a rate of \$1,500.00/session, mileage at \$0.54/mile, plus \$50.00/day meal per diem and hotel costs up to a sum not to exceed \$5,000.00 (five thousand and no/100 dollars). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by the District on the day of service.
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any

items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Winfred Jackson, 38635 Reservation Highway 1, Morton, MN 56270, phone number: 507.430.9328.

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

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

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

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

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

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

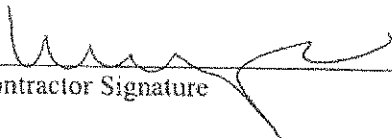
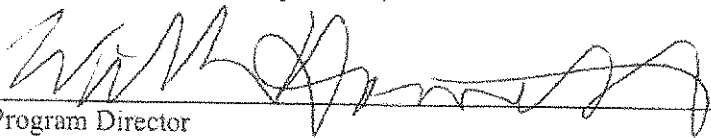
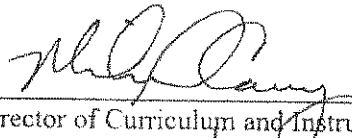

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

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

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

 Contractor Signature	SSN/ Tax Identification Number	10/27/16 Date
William Howes Initiator - (Contact with questions)		Date
 Program Director		10/27/16 Date
 Director of Curriculum and Instruction		10/27/16 Date
 Director of Business Service / Superintendent of Schools		10/27/16 Date



A-1 FENCE CO.
 P.O.Box 97
 CARLTON, MN 55718
 218-348-3291 cell 218-727-2567 office
 www.a-1fenceduluth.com
 jim@a-1fenceduluth.com

PROPOSAL/CONTRACT

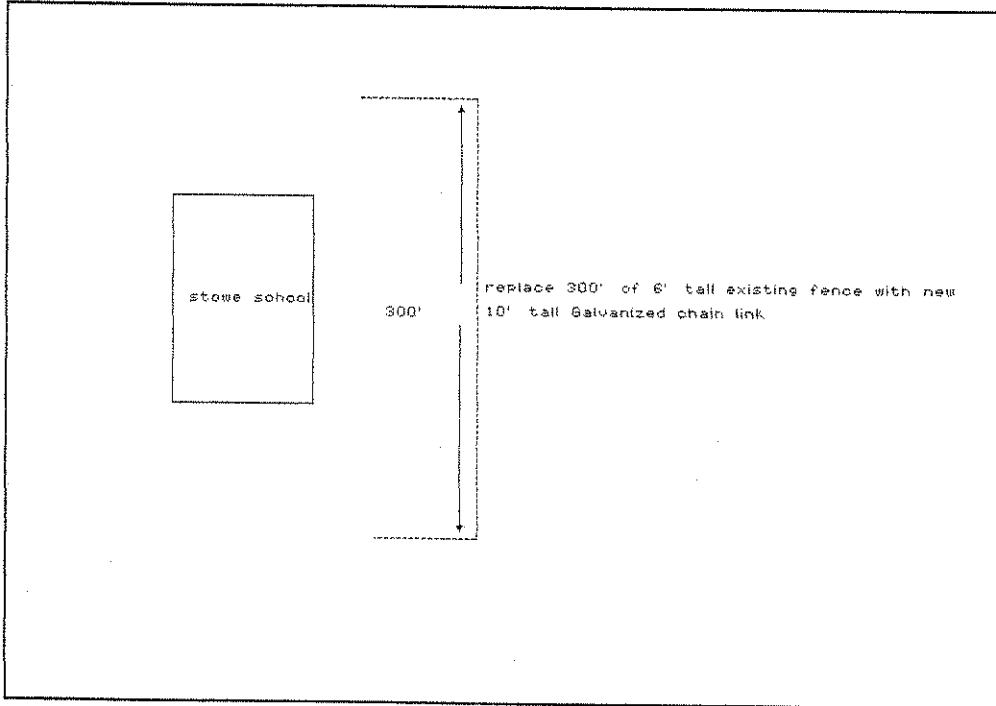
Page 1 of 2
 10/12/2016

Customer Information:

ISD 709 & GND Development
 C/O Mark Boben & Bill Hanson
 218-355-1349

Job Information:

Stowe School



TERRAIN:

- LEVEL
- HILLY
- STEEP
- ROCKY
- ASPHALT
- CONCRETE
- _____

OBSTRUCTIONS:

- OLD FENCE
- TREES
- BUSHES
- SPRINKLER LINES
- _____

Notes:

300' - 120" high 9 GA. GAW (2" Mesh) KK CHAIN LINK FABRIC Fencing
 4" sch 40 terminal posts set in a 12" x 4' deep cement footing
 3" sch 40 line posts driven to a 4' depth
 1 5/8" sch 40 top bottom and middle rails
 Terms 1/2 down and balance on completion
 Note includes removal and disposal of the existing fence.
 Call with any questions 218-348-3291 Jim Rathe

ENH CUSTOMER IS RESPONSIBLE FOR 50% OF THE FINAL INVOICED AMOUNT. WCH

Contract Amount: \$ 10680.70
 Total Sales Tax: \$ _____
 Total Contract Amount: \$ 10680.70
 Down Payment: \$ _____
 Balance Due: \$ 10680.70

Approved & Accepted for Customer:
Mark Boben 14 Oct 16
 Customer Date
Bill Hanson 10/14/16
 Customer Date

Accepted for A-1 FENCE CO.:

 Salesperson Date



A-1 FENCE CO.
 P.O.Box 97
 CARLTON, MN 55718
 218-348-3291cell 218-727-2567 office
 www.a-1fenceduluth.com
 jimr@a-1fenceduluth.com

PROPOSAL/CONTRACT

Page 2 of 2
 10/12/2016

Customer Information:

ISD 709 & GND Development
 C/O Mark Boben & Bill Hanson
 218-355-1349

Job Information:

Stowe School

TERMS & CONDITIONS

A-1 FENCE CO. agrees to guarantee above fence to be free from defects in materials and workmanship for 5 years Labor, and 10 years for materials.

A-1 FENCE CO. shall advise the customer as to local zoning regulations but responsibility for complying with said regulations and obtaining any required permits shall rest with the customer. A-1 FENCE CO. will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstance does A-1 FENCE CO. assume any responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located it is recommended that the customer have the property surveyed.

A-1 FENCE CO. will assume the responsibility for having underground public utilities located and marked. However, A-1 FENCE CO. assumes no responsibility for unmarked sprinkler lines, or any other unmarked buried lines or objects. The customer will assume all liability for any damage caused by directing A-1 FENCE CO. to dig in the immediate vicinity of known utilities. Additional charges for marking private utilities may be added to the final bill if a private locate is needed.

The final billing will be based on the actual footage of fencing built and the work performed.

Partial billing for materials delivered to the job site and work completed may be sent at weekly intervals. Adjustments for material used on this job and adjustments for labor will be charged or credited at the currently established rates. Additional charges for any extra work not covered in this contract that was requested by the customer will also be added. If encountered hard holes will add \$45.00 per hole to the final bill. (If a core drill or jackhammer is needed.) The full amount of this contract along with any additional charges will become payable upon completion of all work whether or not it has been invoiced. Payments accepted: credit/debit cards will have a 3% service fee for the amount being charged. Personal and business checks are preferred. Cash is also accepted.

A finance charge of 1 1/2% per month (or a minimum of \$5.00), which is an annual percentage rate of 18%, shall be applied to accounts that are not paid within 10 days after completion of any work invoiced. All materials will remain the property of A-1 FENCE CO. until all invoices pertaining to this job are paid in full. The customer agrees to pay all interest and any costs incurred in the collection of this debt.

CUSTOMER Initial MB

CUSTOMER Initial _____

SALESPERSON Initial _____



R103231

Proposal

JOHNSON CONTROLS DULUTH MN CB -
ON51
4627 AIRPARK BLVD
DULUTH MN 55811-5750
PH: (866) 211 3536
FAX: (218) 727 7945

TO: INDEPENDENT SCHOOL DISTRICT
709
215 N 1ST AVE E

DULUTH, MN 55802

Date: 10/20/2016

Quote Ref: 1-J13ORPQ
Project Name: HOMECROFT ELEM CHILLER OIL HEATER
Site: INDEPENDENT SCHOOL DISTRICT 709
4784 HOWARD GNESEN RD
DULUTH, MN 55803-1226

ATTN: Arlan Peterson

We propose to furnish the materials and/or perform the work below for the net price of: \$443.00

For the above price this proposal includes:

Johnson Controls will replace one failed oil heater on the chiller at Homecroft Elementary for the sum of \$443.00. This includes labor, materials, travel, and mileage.

This proposal DOES NOT include:

1. Labor or material not specifically described above is excluded from this proposal.
2. Unless otherwise stated, any and all overtime labor is excluded from this proposal.
3. Applicable taxes or special freight charges are excluded from this proposal.

Important: This proposal incorporates by reference the Terms and Conditions attached

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval by Johnson Controls, Inc. Milwaukee, WI.

This proposal is valid through: 11/19/2016

INDEPENDENT SCHOOL DISTRICT 709

Signature: Bill Hanson
 Name: Bill Hanson
 Title: CFD
 Date: 10/25/16
 PO: _____

Johnson Controls

Signature: Matt Hoven
 Name: Matt Hoven
 Title: CSA
 Date: 10/20/16

(IMPORTANT): This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal JCI business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICE AND PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay Johnson at the time purchaser signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due here in under and purchaser Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will agree to pay be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **EQUIPMENT WARRANTY.** Johnson Controls, Inc (JCI) warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of one year. Only if JCI installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.
5. **LABOR WARRANTY.** Johnson Controls, Inc. (JCI) warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES.
6. **LIABILITY.** Johnson shall not be liable for any special, indirect, or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
7. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
8. **DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond Johnson's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Johnson, etc.
9. **COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Purchaser.

10. **DISPUTES.** All disputes involving more than \$15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorneys fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
11. **INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.
12. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.
13. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site.
14. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
15. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.



Proposal

TO: INDEPENDENT SCHOOL DISTRICT
709
215 N 1ST AVE E

DULUTH, MN 55802

JOHNSON CONTROLS DULUTH MN CB -
ON51
4627 AIRPARK BLVD
DULUTH MN 55811-5750
PH: (866) 211 3536
FAX: (218) 727 7945

Date: 10/20/2016

Quote Ref: 1-J13CCS9
Project Name: STOWE ELEM CHILLER SOLENOID VALVE
AND OIL HEATERS
Site: INDEPENDENT SCHOOL DISTRICT 709
715 101ST AVE W
DULUTH, MN 55808-1914

ATTN: Arian Peterson

We propose to furnish the materials and/or perform the work below for the net price of: \$2,004.08

For the above price this proposal includes:

Johnson Controls will replace a liquid line solenoid valve on system #2 of the Stowe Elementary chiller and two oil heaters for the sum of \$2,004.08. This sum includes labor, materials, travel, and mileage.

This proposal DOES NOT include:

1. Labor or material not specifically described above is excluded from this proposal.
2. Unless otherwise stated, any and all overtime labor is excluded from this proposal.
3. Applicable taxes or special freight charges are excluded from this proposal.

Important: This proposal incorporates by reference the Terms and Conditions attached

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval by Johnson Controls, Inc. Milwaukee, WI.

This proposal is valid through: 11/19/2016

INDEPENDENT SCHOOL DISTRICT 709

Signature: *Bill Hanson*
 Name: Bill Hanson
 Title: CFD
 Date: 10/25/16
 PO: _____

Johnson Controls

Signature: *Matt Haven*
 Name: Matt Haven
 Title: CSA
 Date: 10/20/16

(IMPORTANT): This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal JCI business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICE AND PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay Johnson at the time purchaser signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due here in under and purchaser Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will agree to pay be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **EQUIPMENT WARRANTY.** Johnson Controls, Inc (JCI) warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of one year. Only if JCI installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.
5. **LABOR WARRANTY.** Johnson Controls, Inc. (JCI) warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES.
6. **LIABILITY.** Johnson shall not be liable for any special, indirect, or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
7. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
8. **DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond Johnson's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Johnson, etc.
9. **COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Purchaser.

10. **DISPUTES.** All disputes involving more than \$15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorneys fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
11. **INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.
12. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.
13. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site.
14. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
15. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.

R103143



JOHNSON CONTROLS DULUTH MN CB - ON51
4627 AIRPARK BLVD
DULUTH MN 55811-5750
PH: (866) 211 3536
FAX: (218) 727 7945

Proposal

TO: INDEPENDENT SCHOOL DISTRICT
709
215 N 1ST AVE E

DULUTH, MN 55802

Date: 10/3/2016

Quote Ref: 1-IUDEM9F
Project Name: Duluth Schools Chiller Shutdown Parts 2016
Site: DULUTH INDEPENDENT SCHOOL DISTRICT 709
730 E CENTRAL ENTRANCE
DULUTH, MN 55811-5578

ATTN: Dave Spooner

We propose to furnish the materials and/or perform the work below for the net price of: \$5,433.00

For the above price this proposal includes:

- 1. Chillers, annual required maintenance parts.

This proposal DOES NOT include:

- 1. Labor or material not specifically described above is excluded from this proposal.
- 2. Unless otherwise stated, any and all overtime labor is excluded from this proposal.
- 3. Applicable taxes or special freight charges are excluded from this proposal.

Important: This proposal incorporates by reference the Terms and Conditions attached

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval by Johnson Controls, Inc. Milwaukee, WI.

This proposal is valid through: 11/2/2016

DULUTH INDEPENDENT SCHOOL DISTRICT 709

Signature: Bill Hanson
Name: BILL HANSON
Title: CFO
Date: 10/13/16
PO: _____

Johnson Controls

Signature: Nathanael Oppend
Name: Nathanael Oppend
Title: SMTIS
Date: 10/4/16

(IMPORTANT): This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal JCI business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc. , if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICE AND PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay Johnson at the time purchaser signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due here in under and purchaser Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will agree to pay be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **EQUIPMENT WARRANTY.** Johnson Controls, Inc (JCI) warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of one year. Only if JCI installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.
5. **LABOR WARRANTY.** Johnson Controls, Inc. (JCI) warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES.
6. **LIABILITY.** Johnson shall not be liable for any special, indirect, or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
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8. **DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond Johnson's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Johnson, etc.
9. **COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Purchaser.

10. **DISPUTES.** All disputes involving more than \$15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorneys fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

11. **INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.

12. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.

13. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site.

14. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

15. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.



JOHNSON CONTROLS DULUTH MN CB - 0N51
4627 AIRPARK BLVD
DULUTH MN 55811-5750
PH: (866) 211 3536
FAX: (218) 727 7945

Proposal

TO: INDEPENDENT SCHOOL DISTRICT
709
215 N 1ST AVE E

DULUTH, MN 55802

Date: 10/4/2016

Quote Ref: 1-IUTO5L2
Project Name: Duluth Chillers York VSD Maintenance 2016
Site: DULUTH INDEPENDENT SCHOOL DISTRICT 709
730 E CENTRAL ENTRANCE
DULUTH, MN 55811-5578

ATTN: Dave Spooner

We propose to furnish the materials and/or perform the work below for the net price of: \$7,112.00

For the above price this proposal includes:

- 1. Perform required 5 year VSD maintenance on York YCIV's and YCAV

This proposal DOES NOT include:

- 1. Labor or material not specifically described above is excluded from this proposal.
- 2. Unless otherwise stated, any and all overtime labor is excluded from this proposal.
- 3. Applicable taxes or special freight charges are excluded from this proposal.

Important: This proposal incorporates by reference the Terms and Conditions attached

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval by Johnson Controls, Inc. Milwaukee, WI.

This proposal is valid through: 11/3/2016

DULUTH INDEPENDENT SCHOOL DISTRICT 709

Signature: [Signature]
Name: BILL HANSON
Title: CFO
Date: 10/13/16
PO: _____

Johnson Controls

Signature: [Signature]
Name: Nathaniel Oppen
Title: SMFB
Date: 10/4/16

(IMPORTANT): This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal JCI business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
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6. **LIABILITY.** Johnson shall not be liable for any special, indirect, or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
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9. **COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Purchaser.

10. **DISPUTES.** All disputes involving more than \$15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorneys fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

11. **INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.

12. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.

13. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site.

14. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

15. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.

**DULUTH PUBLIC SCHOOLS/DULUTH HEAD START-YWCA EARLY CHILDHOOD
CENTER COLLABORATION AGREEMENT
2016-2017**

1. THE PURPOSE OF THE COLLABORATION

- a. To offer Head Start and Early Head Start services in a full-day, full-year child care center.
- b. To coordinate the resources, skills and expertise of Head Start and YWCA Early Childhood Center staff in order to provide Head Start and Early Head Start services for families and children aged six weeks to five years of age.

2. BRIEF DESCRIPTION OF THE COLLABORATION

This collaboration provides for full-day, full-year childcare at YWCA Early Childhood Center, provided by the YWCA Early Childhood staff. Duluth Head Start will, in cooperation with YWCA Childcare staff, provide services as specified in the Head Start Performance Standards, in the areas of Health & Nutrition, Disabilities, Mental Health, Social Services and Parent Involvement. Early Head Start services for infants and toddlers and their families will be provided from July through June of each school year and Head Start services to preschool children and families will be provided from September through the first week of June in keeping with the 9 month school calendar. Head Start will provide periodic staff training to YWCA Early Childhood staff. All regulations and performance standards of Head Start, the Minnesota Department of Human Services Rule 3 for Child Care Centers and the National Academy of Early Childhood Programs will be met and maintained.

3. PARTIES INVOLVED AND KEY COLLABORATION CONTACT PERSONS

- a. This Collaboration is between two distinct entities, the YWCA Early Childhood Center and Duluth Public Schools/Duluth Head Start.
- b. Key Contact Persons:
 - YWCA Early Childhood Center
 - YWCA Executive Director
 - Early Childhood Program Director
 - Duluth Head Start
 - Duluth Head Start Director

**4. HEAD START PROGRAM RESPONSIBILITIES SERVING
HEAD START ELIGIBLE FAMILIES**

A. Child Health and Developmental Services (1304.20)

Description:

The Duluth Head Start Health Services Coordinator and the Duluth Head Start Disabilities Coordinator will ensure that, through collaboration with families, staff and health professionals, all child health and developmental concerns are identified and children and families are linked to an ongoing source of

Responsibility:

-Duluth Head Start Health Coordinator
-Duluth Head Start Disabilities

continuous, accessible care to meet basic health needs and schedules of such will be followed as per Head Start performance standards.

Coordinator
-Duluth Head Start
Director
-YWCA Early
Childhood Program
Director

B. Education and Early Childhood Development (1304.21)

Description: The Duluth Head Start Collaboration Teacher/Advocate and other Duluth Head Start staff will work with the YWCA Early Childhood staff in the areas of curriculum development and documentation, individualization and child outcomes to meet Head Start performance standards. The role of the Duluth Head Start staff in this collaboration can best be described as that of a coach; supporting, challenging, introducing new strategies and ensuring compliance with Head Start performance standards. Screening tools are the Ounce, ASQ/ASQSE, Creative Curriculum and the DIAL.

-Duluth Head Start
Education
Coordinator
-Duluth Head Start
Director
-YWCA Early
Childhood Program
Director

C. Child Health and Safety (1304.22)

Description: The Duluth Head Start Health Services Coordinator will work with the YWCA Early Childhood staff to support healthy physical development by encouraging practices that prevent illness or injury, and by promoting positive, culturally relevant health practices. And to insure compliance with Head Start performance standards for health and medical requirements.

-Duluth Head Start
Health Coordinator
-Duluth Head Start
Director
-YWCA Early
Childhood Program
Director

D. Child Nutrition (1304.23)

Description: The Duluth Head Start Nutrition Services Coordinator will work with the YWCA Early Childhood staff to provide for nutritional services that supplement and compliment those of the home and community, working with families to meet each child's nutritional needs and to establish good eating habits and insure compliance with Head Start performance standards. Services will include training on food safety, family style food service and sanitation as well as family assistance with nutrition.

-Duluth Head Start
Nutrition
Coordinator
-Duluth Head Start
Director
- YWCA Early
Childhood Program
Director

E. Child Mental Health (1304.24)

Description: The Duluth Head Start Disabilities Coordinator will assist the YWCA Early Childhood staff and parents to secure services of mental health professionals and to develop a regular schedule of on-site mental health consultations involving mental health professionals, YWCA Early Childhood staff and parents and insure compliance with Head Start performance standards. Parents of Duluth Head Start infants, toddlers and preschoolers will be given the Ages and Stages questionnaire/Social Emotional (ASQSE) as an interview which will serve as a social /emotional screening.

-Duluth Head Start
Mental Health
Coordinator
-Duluth Head Start
Mental Health
Consultant
Duluth Head Start
Director
- YWCA Early
Childhood Program
Director

F. Family Partnerships (1304.40)

Description: The Duluth Head Start Collaboration Teacher/Advocate with support from the Duluth Head Start and YWCA Early Childhood staff will initiate family goal setting and will assist families in finding community services to help them meet their needs and insure compliance with Head Start performance standards. They will work with the childcare staff to facilitate monthly parent meetings, trainings, and communication and to secure a policy council representative.

Responsibility:

-Duluth Head Start
Family Services
Coordinator
-Duluth Head Start
Director
- YWCA Early
Childhood Program
Director

YWCA EARLY CHILDHOOD CENTER RESPONSIBILITIES:

Description: YWCA Early Childhood Center will provide full-day, full-year care for Head Start and Early Head Start eligible children. The actual number of Head Start and Early Head Start enrolled children will be specified in the yearly Head Start State grant application and is variable based on enrollment requirements. During the 2016-2017 grant period, we will serve 51 children through this collaboration. The YWCA Early Childhood staff, with support from the and YWCA Early Childhood Program Director, Duluth Head Start Collaboration Teacher/Advocate, Duluth Head Start Director and Service Area Coordinators will be responsible to monitor and insure compliance with all Head Start Performance Standards and other licensing regulations that apply. The YWCA Early Childhood Program Director will directly supervise the YWCA Early Childhood staff.

5. PROGRAM DESIGN AND MANAGEMENT:

A. The Duluth Head Start Director and YWCA Early Childhood Program Director shall each be responsible for the performance of their respective staffs. All staff members will follow rules and regulations of the Head Start performance standards and the Minnesota Department of Human Services Rule 3 for Child Care Centers.

B. The Duluth Head Start Collaboration Teacher/Advocate and YWCA Early Childhood Program Director, with assistance from the Duluth Head Start program staff, are responsible for compliance with the facilities, materials and equipment Performance Standards.

C. The YWCA Executive Director and Duluth Head Start Director will review this agreement at the start of each academic year and make any modifications necessary, as agreed upon by both parties.

6. PROGRAM COORDINATION EXPECTATIONS

A. Meetings between the, YWCA Early Childhood Program Director YWCA Site Manager and Duluth Head Start Collaboration Teacher /Advocate will be held at least monthly to discuss collaboration concerns, issues and progress and to insure clear communication between the two parties.

B. The Duluth Head Start Collaboration Teacher/Advocate will meet with each YWCA teacher once each month for the purposes of supporting the Duluth Head Start and YWCA Early Childhood program goals, objectives, and philosophy and mission statements, This support includes lesson planning, individualization, assessment and best practices in early childhood education and problem solving.

C. The Duluth Head Start Director, Service Area Coordinators and the YWCA Childcare administrative staff will meet at least quarterly for the purposes of reviewing progress, solving joint issues and concerns in support of this collaboration.

D. Communication between YWCA Early Childhood staff and the Duluth Head Start staff will be open and respectful. Problems and issues will be addressed in a constructive and inclusive manner. Problems may be resolved at the center level with the Duluth Head Start Collaboration Teacher/Advocate or YWCA Childcare Site Manager mediating and guiding discussion. Problems not resolved at the center level should be resolved by discussing them up the chain of command. The next step would be to include either or both the Duluth Head Start Director and YWCA Early Childhood Program Director and YWCA Executive Director and finally the Head Start Policy Council, Governing Board and the YWCA Early Childhood Board of Directors.

7. EVALUATION AND PROGRAM IMPROVEMENTS

A. Annual Self-Assessment of the collaboration: The Duluth Head Start Collaboration Teacher/Advocate, with assistance from the Duluth Head Start Director and YWCA Early Childhood Program Director and their respective staffs will formally solicit feedback from staff and parents involved in the collaboration. This assessment will be conducted in January of each year and will include areas needing improvement, an improvement plan and follow-up to be shared with the Duluth Head Start, YWCA Early Childhood Center staff, Duluth Head Start Policy Council and the YWCA Board of Directors.

B. Annual Assessment of Partnership: The YWCA Early Childhood Program Director and the Duluth Head Start Director will each solicit feedback from their management staffs about how the partnership is functioning to the benefit of families and the Early Head Start/ YWCA Early Childhood Center programs. Assessments and evaluations will be reviewed jointly. Additionally, the financial impact of the partnership will be reviewed.

PARTICIPATION AND ELIGIBILITY GUIDELINES

- A. Eligible families must meet Head Start income guidelines and/or the state childcare subsidy eligibility criteria for full-day child care services.
- B. Families are responsible for paying their required monthly family fee as per subsidy rules.
- C. Families will retain their Head Start eligibility as specified by Head Start regulations.
- D. Should a family lose their childcare subsidy or is soon to do so, the Duluth Head Start Teacher/Advocate will offer assistance as needed to help the child remain in childcare and the parent to regain the subsidy. If this is not possible, the teacher/advocate will work with the parent to secure the best possible placement for the child, including possible temporary enrollment in Duluth Head Start Families in Transition services as per the availability of space.
- E. Eligible children entering YWCA Early Childhood Center may be recruited for Early Head Start and Head Start all year long and will be enrolled depending upon their eligibility and available enrollment slots within the collaboration. Family participation may range from two full days a week to five full days a week.

8. BUDGET

The following amounts have been budgeted to support this collaborative agreement. The YWCA will invoice Duluth Head Start for charges in these categories. Invoices and or reimbursement claims are expected to be submitted to Duluth Head Start on a monthly basis and should include detailed accounting of all expenditures with supporting documentation. Duluth Head Start will reimburse the YWCA Childcare Center upon receipt of invoice.

Code-1303/1305	Contracted Services	7000.
	Building Maintenance	2000.
Code-136602	Travel/Conference Fees/Trainings.	2000.
Code- 1403	Classroom Supplies	1000.
Code-1430	Food	2000.
Total-		\$14,000.

9. TERMINATION OF AGREEMENT

This agreement shall remain in force and effect unless one of the parties requests a modification or until one of the parties gives a thirty (30) day written notice of their intention to terminate the agreement.

Made and entered into this 6 day of SEPT. 2016

Kelly Blindauer
Printed Name
YWCA Executive Director **Board President**

Pamela M. Rees
Printed Name
Duluth Head Start Director

Bill HANSON
Printed Name
ISD 709

Kelly Blindauer
Signature
YWCA Executive Director

Pamela M. Rees
Signature
Duluth Head Start Director

W. C. Hanson
Signature
ISD 709



2017 Imagine 8.5x11 Contract

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School Lester Park Elementary 5300 Glenwood St Duluth, MN 55804	Administrator Ms Susan Lehna, Principal Phone: (218) 336-8875 Fax: (218) 336-8879 Email:	Contact Ms. Tracy Packingham, Administrative Assistant Phone: (218) 336-8875 Fax: (218) 336-8879 Email: tracy.packingham@isd709.org	Date: 9/18/2016 Sales Rep: Adam Walters adam@schooldatebooks.com CSR: Mary Hinckley mary@schooldatebooks.com
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Billing and Shipping

Bill To PO#: Lester Park Elementary Ms Tracy Packingham 5300 Glenwood St Duluth, MN 55804 Email	Ship To Lester Park Elementary Ms Tracy Packingham 5300 Glenwood St Duluth, MN 55804	Desired Delivery Date: <u>8-22-17</u> Earliest Delivery Date: <u>8-14-17</u>
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No deliveries prior to **5/1/2017**. To ensure on-time delivery, we will ship 7-10 days before your Earliest Delivery Date (EDD), if all deadlines are met. It is possible that your books may arrive before your Desired Delivery Date (DDD). Please take this into account when selecting your dates and make sure the facilities are open and able to accept delivery at this time. A 1-week window between the EDD and DDD is required.

Product	# Books	# Pages	Cost/Book	Base Cost
Imagine 8.5x11	95	0	\$2.09	\$198.55

Discounts *Discounts do not apply to three-year contracts

4% Discount per year with a three-year contract	\$198.55	x	0.00	\$0.00
4% Discount for contracts received by 10/21/16*	\$198.55	x	0.00	\$0.00
3% Discount for contracts received by 12/16/16*	\$198.55	x	0.00	\$0.00
2% Discount for contracts received by 3/31/17*	\$198.55	x	0.00	\$0.00
1% School District Discount	\$198.55	x	0.00	\$0.00

Cover Options *orders <250 will incur a per book enhancement fee; minimums apply

Plastic Window	Artistic designs on PolyFusion™. School name will appear if handbook is added.										\$0.45	x	95	\$42.75	
Circle your selection	Chalkboard	Creativity 3D	Destination	Explore	Flag	Inspiration	Liberty	Pins	Space 3D	Stamps 3D	Water				
	Standard Cardstock	Durable cardstock covers in your choice of 3 stock-image designs										\$0.00	x	0	\$0.00

Enhancements *orders <250 will incur a per book enhancement fee; minimums apply

Vinyl pocket page	\$0.30	x	95	\$28.50
Stickers (per sheet)	\$0.30	x	0	\$0.00
Card-stock hall pass	\$0.20	x	0	\$0.00

Accessories

Wall chart	\$5.00	x	0	\$0.00
This Week Marker (Minimum order of 25)	\$0.20	x	0	\$0.00
Teacher Lesson Plan and Grade Book (Minimum order of 25)	\$3.95	x	0	\$0.00

Enhancement Fee

Orders <250 will incur a per book enhancement fee; minimums apply	\$0.25	x	95	\$23.75
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Sub-Total* \$293.55

Shipping and Handling 12% , Minimum \$25 *Rates apply to US/Canada shipments only \$35.23

Sales Tax: Exempt#: 8014301 \$0.00

* Net 30 (Net due within 30 days from invoice date)

* Sales tax will be added if applicable

Total (USD) \$328.78

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

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

One-Year Contract

We agree to purchase datebooks from School Datebooks for the year of 2017-2018.

Three-Year Contract

We agree to purchase datebooks from School Datebooks for the years of 2017-2018, 2018-2019, 2019-2020 at a 4% discount per year. The three year contract also "locks" into our current price grid for the length of the contract.* (*Shipping rate subject to change after initial year.)

10/10/16 Date
WC Henson Signed (School Administrator)
CFD Title

WSCA/NASPO FMV Lease Option C Agreement Account #10

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Agreement Number

Your Business Information

INDEPENDENT SCHOOL DISTRICT 709			
Full Legal Name of Lessee / DBA Name of Lessee		Tax ID # (FEIN/TIN)	
215 N 1ST AVE E	DULUTH	MN	55802-2058
Billing Address : Street	City	State	ZIP+4
BILL HANSON	2183368700	0010249836	
Billing Contact Name	Billing Contact Phone #	Billing Account #	
215 N 1ST AVE E	DULUTH	MN	55802-2058
Installation Address (if different from billing address) : Street	City	State	ZIP+4
Tony Kelekovich		0010249836	
Installation Contact Name	Installation Contact Phone #	Installation Account #	
	2016-10-31		
PO #	Quote Expiration Date		

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROPSERIES	SendPro P Series
1	1FW1	Differential Weighing Feature
1	1FWW	10 lb interfaced Weighing (unit)
1	4W00	Connect+ /SendPro P Series Meter
1	APA2	100 Dest Analytics
1	APK1	Connect +Ship a Package Bundle
1	APSE	Connect+ 160/95 LPM Speed
1	AZBB	SendPro P2000 Series
1	AZBE	SendPro P Series Mono Print Module
1	M9SS	Mailstream Intellilink Services
1	MPOX	Differential Weigh 2, 5, & 10lb scale
1	MSP2 <i>MSDI</i>	15" Color Touch Display <i>10" Color Touch Monitor</i>
1	MW90007	SendPro P Series Drop Stacker
1	MW96000	Weighing Platform
1	PTJ1	Postal Shipping
1	PTJN	SINGLE USER ACCESS
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	WEB BROWSER INTEGRATION
1	PTK3	Connect+ Meter Integration
1	PTKA	US MARKET
1	SJM2	SoftGuard for SendPro P2000
1	STDLSLA	Standard SLA-Equipment Service Agreement (for SendPro P Series)

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 399.53 wcf	\$ 1,198.59 wcf

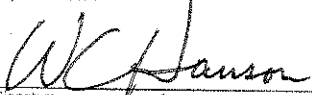
*Does not include any applicable sales, use, or property taxes which will be billed separately.

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at www.pb.com/states and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below.

WSCANASPO ADSP011-00000411-7: 48227
State/Entity's Contract #


 Lessee Signature _____
 Print Name BILL HANSON
 Title CFD
 Date 10/28/16
 Email Address _____

Pitney Bowes Signature _____
 Print Name _____
 Title _____
 Date _____

Sales Information

Account Rep Name 1	Split	Sales Rep ID	District Office
Account Rep Name 2	Split	Sales Rep ID	District Office



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

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **September 19, 2016** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **University Nursery School - College St.** (hereafter referred to as the AGENCY) witnesses that:

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

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

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:
Preschool programming for 6 hours a day, 2 days per week, and up to 66 days.
 2. The AGENCY shall perform these services at: **720 N. Central Ave. Duluth, MN 55807.**
 3. The approximate date the service will begin is, **September 19, 2016** and shall not extend beyond **June 1, 2017**; the contract not to exceed a total of **66 Days** (4 Days per Week) and a total cost up to **\$2,376.00** (\$36.00 per day).
 4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
 5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. **Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15th of each month for the preceding month.**
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Duluth
Public Schools

Page 2 - Contract for Purchase of Special Education Services

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

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

SIGNED:

Name of Agency

By
Authorized Agent

Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

W. Hanson
C.F.O. Executive Director of Business Services

Date 10/4/16

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

By Jean Cline 9/27/16
Director

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **September 19, 2016** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **University Nursery School - HH** (hereafter referred to as the AGENCY) witnesses that: WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in _____ Individual Education Plan (IEP).

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

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:
Preschool programming for 6 hours a day, 4 days per week, and up to 64 days.
 2. The AGENCY shall perform these services at: **720 N. Central Ave. Duluth, MN 55807.**
 3. The approximate date the service will begin is, **September 19, 2016** and shall not extend beyond **January 20, 2017**; the contract not to exceed a total of **64 Days** (4 Days per Week) and a total cost up to **\$2,304.00** (\$36.00 per day).
 4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: Upon receipt of monthly/quarterly billing statement
 5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15th of each month for the preceding month.
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Public Schools

Page 2 - Contract for Purchase of Special Education Services

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

.....

SIGNED:

Name of Agency

By _____
Authorized Agent

Date

.....

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

W. C. Hanson
C.F.O. Executive Director of Business Services

Date 10/4/16

.....

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

By Jason Lane
Director

Date 9/27/16