

AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of January, 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Lisa Malcomb, 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 January 26, 2018, and shall remain in effect until February 9, 2018, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** (insert programs or services to be performed by contractor)
Lisa Malcomb will plan, prep and present a one-day workshop to regional art teachers - "Media Arts" at Piedmont Elementary in Duluth. Cost of supplies will be included in a reimbursement to Ms. Malcomb. Funds from the NE MN Regional Perpich Grant. (More info on last page of contract.)

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 \$ 300.00 - three hundred dollars (\$250.00-presentation fee and \$50.00-supplies). 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 Teri L. Akervik, 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 _____ (mailing address including Zip Code) _____

4424 Dodge street, Duluth, MN 55804

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.

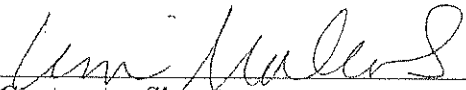
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.


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 ID Number _____ Date 01/31/18


 Program Director _____ Music Curriculum, Perpich Grant _____ Date 1/26/18


 Director of Curriculum and Instruction _____ Date 2/1/18


 CFO/Director of Business Services/Superintendent of Schools _____ Date 2/6/18

Workshop for Media/Visual Arts Teachers - NE MN Perpich Grant Funding
Friday, Feb. 9th 8:00am-3:30pm
Piedmont Elementary - Duluth MN

This workshop will include two media arts projects that can be adapted for all ages (K-12). The morning will be spent learning about and creating stop animation videos using free software such as Windows Movie Maker and WeVideo. The afternoon will be spent creating agamagrams of digitally altered portraits.

Bring digital projects to share in an easy to share format such as on YouTube or on a flash drive. This workshop is designed for teachers who are less experienced in media arts and want to find more ways to integrate it into a traditional art curriculum. The presenter for the day is Lisa Malcomb, Art Teacher at William Kelley School in Silver Bay.

Supplies for the workshop:


12x18 construction paper
12x18 white drawing paper
Highlighters
Markers
Glue sticks

Agenda for the day:

8:00-8:30 Welcome, Introductions, Photo Time
8:30-9:00 Editing Photos
9:00-11:30 Stop Animation K-12
11:30-12:30 Lunch (during lunch photographs will be printed at UPS store)
12:30-2:30 Agamagrams (both hand colored and printed)
2:30-3:30 Open Share Time

Memorandum

To: Doug Hasler
CFO

From: Dave Spooner 
Manager of Facilities

Date: February 1, 2018

Re: Matrix Soils & Systems, Inc. Proposal for Lakewood ES

Attached please find the proposal submitted at the Districts request to perform the Saint Louis County required 5 year inspection of the Lakewood Elementary School septic system.

This test is required every 5 years to allow us to remain compliant with Saint Louis County and keep up to date with our operating permit. The total cost is expected to be \$550.00.

Please sign where indicated on the 2 copies of the agreement and return to me for processing. I am available for additional questions if required.

Enclosure(s)

January 24, 2018



Mr. Dave Spooner, Manager of Facilities
Duluth Public Schools, ISD 709
215 North 1st Avenue East
Duluth, MN 55802

U.S.D. #709
FACILITIES MGMT

Re: Onsite Wastewater System Operation and Maintenance
Lakewood Elementary, 5207 North Tischer Road, Duluth, MN 55804

Dear Mr. Spooner:

Thank you for the opportunity to submit this proposal for professional services. The enclosed agreement presents scope of services, schedule, and fee to assist in operation and maintenance of the onsite wastewater system at Lakewood Elementary.

Project field work will be completed sometime after March 1st, subject to weather conditions (lack of snow and soil frost). Letter report of system operation status will be available within 14 days of completing the field work.

Fee for completing the activities as presented in the agreement \$550, which is due upon signature. This amount does not include the operating permit renewal fee. Please mail a signed and initialed copy of the agreement, and Schedule A, respectively, and check for the retainer to the below address.

Thank you! I look forward to being of service again.

Sincerely,

MATRIX Soils & Systems, Inc.

A handwritten signature in black ink, appearing to read "R. Whitmyer", written over a faint circular stamp or watermark.

Robert W. Whitmyer, CPSS, PSS, Advanced Designer/Inspector, Service Provider
President

Enclosures

January 24, 2018

Mr. Dave Spooner, Manager of Facilities
 Duluth Public Schools, ISD 709
 215 North 1st Avenue East
 Duluth, MN 55802

Re: Onsite Wastewater System Operation and Maintenance
 Lakewood Elementary, 5207 North Tischer Road, Duluth, MN 55804

CHARGED ITEMS	PERCENT COMPLETE	FEE	AMOUNT THIS PERIOD
2014 O & M Services	100	\$720.00	\$ 720.00
2018 O & M Services: O & M Evaluation		\$550.00	550.00
		TOTAL TO DATE	\$1,270.00
		AMOUNT RECEIVED	\$ 720.00
		TOTAL THIS INVOICE	\$ 550.00
		TOTAL DUE	\$ 550.00

Thank you for your business!



**AGREEMENT FOR SUBSURFACE SEWAGE
TREATMENT SYSTEM SERVICES: Operation & Maintenance**

Client (name and address): Duluth Public Schools, ISD 709
% Dave Spooner, Manager of Facilities
Duluth Public Schools, 215 N. 1st Ave. E., Duluth, MN 55802

Owner (name): Duluth Public Schools, ISD 709

Location of Work: Lakewood Elementary, 5207 N. Tischer Rd., Duluth, MN

Legal Description of Property: Part of the Southeast ¼ of the Northeast ¼ of Section 20, T51N, R13W, Lakewood Twp., St. Louis Co.

Property Parcel Code: 415-0010-05525, 05520, & 05530

Consultant: MATRIX Soils & Systems, Inc., 3990 Fairview Road, Rice Lake, Minnesota 55803-2708

Work to Be Performed According to: Operation and maintenance (O & M) evaluation and services for subsurface sewage treatment systems (SSTS) in compliance with Minnesota Pollution Control Agency (MPCA) rules or other residential and commercial services as set forth below.

Description of SSTS Work to Be Performed by Consultant (check all that apply):

- Initial site visit for commercial systems: Includes initial site review, gathering system documentation, and bid preparation for system operation and maintenance evaluation.
- Operation and maintenance evaluation for operating permit renewal: Residential.
- Operation and maintenance evaluation for operating permit renewal: Commercial.
- Operation and maintenance evaluation for non-operating permit system
- Operation and maintenance – basic residential plan: Provide operation and maintenance services during the operating period including O & M evaluation at end of the period, site review, meter reading, and filter or screen cleaning. (System repairs or required upgrades are not included.)
- Operation and maintenance – commercial plan: Provide operation and maintenance services during the operating period including O & M evaluation at end of the period, required site review(s), meter reading(s), filter or screen cleaning, and non-problem diagnosis. (System repairs or required upgrades are not included.)

Payment. Client agrees to pay Consultant for the services to be provided under this Agreement in accordance with the fees shown on the attached Schedule A. In the event that the scope of the work differs from that listed above, Client shall pay for such additional work upon receipt of an invoice from Consultant. Consultant agrees to make a reasonable effort to advise Client of additional work that is necessary, provided that Consultant shall not be required, if Client is not immediately available, to advise client of additional charges of less than \$250.00 that Consultant intends to carry out, since same are in the best interests of Client and are the most economical and expedient way to accomplish the additional work.

Time for Payment.

- A. Initial site visit for commercial systems and O & M evaluations for residential and commercial systems require full payment of fees to Consultant by Client upon Agreement execution.
- B. Ongoing O & M may be paid to Consultant by Client in full at the advanced payment rate or in installments during the operating period as set forth in schedule A, which is attached.
- C. Consultant may withhold its reports and/or evaluations pending final payment by Client.
- D. All sums not paid when due shall bear interest at the rate of eighteen percent (18%) per annum, commencing thirty days after the due date.

Time for Performance of Services. Work will be commenced on or after: March 1st, 2018.

Status of Consultant. This Agreement calls for the performance of the services of the Consultant as an independent contractor and Consultant will not be considered an employee of the Client for any purpose.

Standard of Practice. Consultant shall perform services in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the area under similar conditions.

Information Provided. Client shall provide Consultant with all system documentation including copies of the system design worksheets, copy original certificate of authorization to use operating permit system, and copies of all original system design drawings, and final as built drawings. Prior to initiation of work, Client shall provide Consultant with all contact information including daytime telephone number(s).

Indemnification. Client agrees to hold Consultant and its employees harmless and to defend and indemnify Consultant and its employees from and against any and all claims, demands, losses, or costs (including but not limited to, reasonable attorney's fees) arising out of any claims related to Consultant's O & M evaluation(s), or ongoing services.

Limitation of Liability. The relative risks and benefits to both the Client and Consultant arising from the services provided under this Agreement have been allocated such that the Client agrees, the fullest extent of permitted by law, to limit the total aggregate liability, of Consultant to the Client and/or others, from all claims, losses, costs, and/or damages of any nature whatsoever to the total fee paid by the Client.

Ownership of Documents. All documents produced by Consultant under this Agreement are instruments of Consultant's professional service and shall remain the property of Consultant. Documents submitted to or on behalf of Client may be used by Client for the project and purpose(s) intended only. Use of documents or portions thereof by Client or others for any other project or purpose without the prior written consent of Consultant is prohibited and any such use shall be paid for by Client as if it was a separate service, separately ordered or a separate system at the full retail price of the work purchased by Client hereunder. No such use of document(s) or portion thereof for any other project or purpose even if consented to and/or paid for shall invoke any warranty or responsibility on Consultant, unless otherwise specifically agreed to in writing.

No Warranty. O & M evaluation(s) prepared by Consultant will be based upon a visual inspection and interpretation of SSTS system by Consultant, and upon certain information disclosed by Client on

which Consultant has relied. Consultant's evaluation is limited to the day Consultant views the system. Consultant's evaluation and associated documentation are not intended to be a warranty or guarantee of the future adequacy or performance and should not be relied upon as such. Consultant shall not be liable for any changes to the site or system by others; nor for any installation or construction related problems, or other matters arising after the day of evaluation.

Waiver or Modification Ineffective Unless in Writing. No waiver, alteration, or modification of any of the provisions of this agreement shall be binding unless in writing and signed by Client and a duly authorized representative of Consultant.

Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns, as the case may be, of Client and Consultant, provided, however, that no assignee shall be entitled to rely on any evaluation prepared by Consultant, without the prior written consent of Consultant.

Severability. Provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, and shall not in any manner affect any other clause or provision in this Agreement.

Attorney Fees. If either party is compelled to take legal action to enforce any provision of this Agreement, the prevailing party shall be entitled to recover costs and expenses incurred in connection with such legal action, including reasonable attorney's fees and expenses.

Termination of Services. This agreement may be terminated at any time by the Consultant or Client should either fail to perform their obligations as described in this document. In the event of termination, Client shall pay Consultant for all services rendered and all reimbursable expenses incurred prior to the date of termination. In the event that Client terminates without cause, which Client may do so on thirty (30) days written notice, Client shall be responsible for all services rendered and reimbursable expenses incurred prior to the date of termination and, in addition, shall pay Consultant fifty percent (50%) of the amount that would be due in the future under the agreement, and Consultant shall have no further duties or responsibilities. This is intended as a liquidated damage clause due to the difficulty of estimating the loss in the event of a without cause termination by Client.

Governing Law. This Agreement shall be governed by the laws of the State of Minnesota.

Consultant:

Client:

MATRIX Soils & Systems, Inc.

Duluth Public Schools, ISD 709

By  _____

 _____

Its **President and Service Provider**

Douglas A. Hasler, CFO

Date **January 24, 2018**

Date _____

Schedule A

The following indicated and initialed fees shall become part of the Agreement and paid by Client.

- Conduct initial site review and bid preparation for commercial systems:
\$170.00 _____
- Conduct system O&M evaluation for residential operating permit system:
\$330.00 _____
- Conduct system O&M evaluation for residential non-operating permit system:
\$225.00 _____
- For residential system, conduct one (1) year of system and flow monitoring and filter cleaning, one O & M evaluation, call service; and any non-repair maintenance, which does not include tank pumping:
\$135.00 _____
- Conduct system O&M evaluation for commercial system:
\$550.00 _____ ✓
- For commercial system, conduct _____ year of semi-annual system, flow, and effluent monitoring and filter cleaning; one O & M evaluation; call service; and any non-repair maintenance, which does not include tank pumping: **\$1,275.00** _____
- Charge for additional unscheduled site visits (invoiced per visit):
\$95.00/hour + \$0.63/mile (\$150.00 minimum) _____ ✓

All costs for county permit fees, system pumping, or improvements or repairs required to maintain compliant system operation shall be responsibility of the Client.

Client Initials DH

All separate trips by Consultant for diagnosis of system conditions or problems not specifically covered by this contract shall be paid by the Client as an additional cost.

Client Initials DH

AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of February, 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Brigitte Eckwood, 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 February 8, 2018, and shall remain in effect until June 30, 2018, 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 "Drill Team" dance presentations and workshops as learning opportunities for staff and students during and after school.
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 \$350.00 per performance, up to a sum not to exceed \$350.00. 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 to: Brigette Eckwood, 1401 E 2nd St., Duluth, MN 55805 phone: 218.355-0851.

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 13.05-13.04) 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.

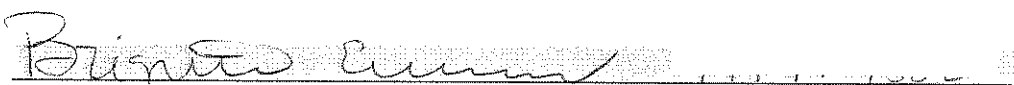
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

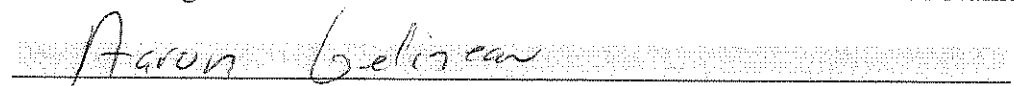
Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

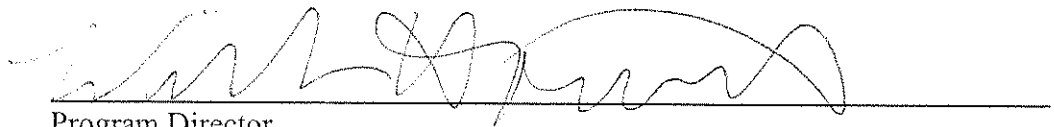
Workers' Compensation Insurance: Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

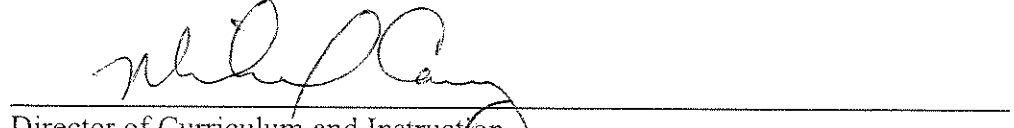
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under 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 2/9/18


Initiator - (Contact with questions) _____ Date 2/9/18


Program Director _____ Date 2/9/18


Director of Curriculum and Instruction _____ Date 2/9/18


Director of Business Service / Superintendent of Schools _____ Date 2/26/18

Date: February 6, 2018

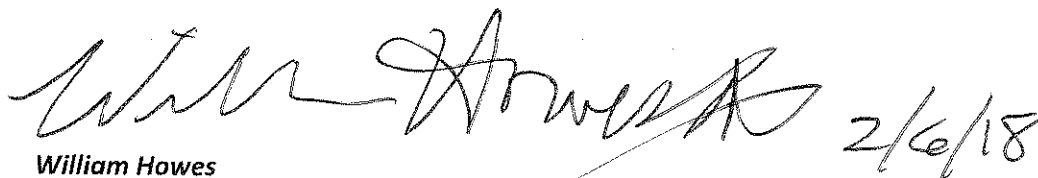
To: Doug Hasler - Director of Business Services

From: William Howes
Coordinator - Office of Education Equity

Subject: **Amendment to Contractor Agreement with Zeitgeist Center for Arts & Community**

Refer to *Contract - Zeitgeist Center for Arts & Community Contract 2017-18*

We are requesting to increase the "not to exceed" amount within the existing contract from \$5,000.00 to \$8,000.00 for an additional amount of services outlined within the existing contract. The rate for services rendered will remain the same as within the existing contract (\$25.00/hour rate). This will allow for additional hours to complete the project by the end of this school year.

Handwritten signature of William Howes in black ink, with the date 2/6/18 written to the right of the signature.

William Howes
Coordinator - Office of Education Equity

OK DH
2/7

AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of September, 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Zeitgeist Center for Arts & Community, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 29, 2017, and shall remain in effect until June 30, 2018 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** The Contractor will provide services at the middle and high schools during after-school activities, school class periods, and W.I.N. periods in the following areas: Recruiting *ARE* student participants, Recruiting Volunteers and Spoken Word Artists for *ARE*, Facilitating the Be Heard Poetry Slam Program, Assist *ARE* youths in developing and presenting their narratives, Working with Truartspeaks (Be Heard Poetry Slam organizers) staff on hosting Duluth Semi-Final, Design & Video Editing, Event Planning, Marketing for Slam Preliminary. *The Be Heard MN Youth Poetry Slam Series is an annual youth program that identifies six Minnesota youth poets between the ages of 13-19 to represent the state in the international Brave New Voices youth poetry slam festival. Be Heard advances literacy levels and leadership skills of participants through cohort specific writing and performance workshops, community engagement activities, and specialized training for participants.
3. **Background Check .** (Applies to contractors working independent with students) Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.
4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for the performance services listed above at a rate of \$25.00/hour 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 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 to: AH Zeppa Family Foundation DBA Zeitgeist Center for Arts & Community 222 E Superior St, STE 326 Duluth, MN 55802
Contact: Brooke Wetmore, (218) 336-1361

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

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

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

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

except by written agreement of the parties.

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

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

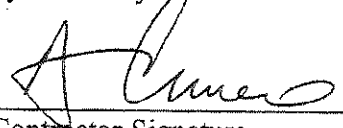
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

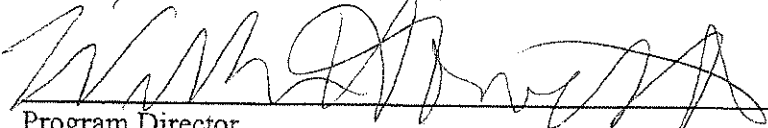
Workers' Compensation Insurance: Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

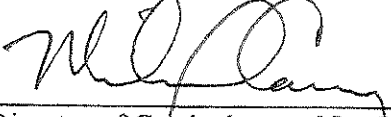
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under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

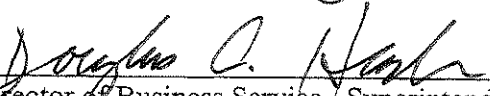
AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.


Contractor Signature 20-6424699 SSN/ Tax Identification Number 10/11/17 Date

William Howes
Initiator - (Contact with questions) 9/21/17 Date


Program Director 10/3/17 Date


Director of Curriculum and Instruction 10/6/17 Date


Director of Business Service / Superintendent of Schools 10/9/17 Date

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **February 12, 2018** by and between Independent School District #709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Piedmont ECFE** (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 1.5 hours (90 minutes) per day, 1 day per week, and up to 33 days.
 2. The AGENCY shall perform these services at: **2827 Chambersburg Ave. Duluth, MN 55811.**
 3. The approximate date the service will begin is, **September 14, 2017** and shall not extend beyond **May 31, 2018**; the contract not to exceed a total of **33 Days** (1 Days per Week) and a total cost up to **\$390.00.** (\$130.00 - 3 times per year)
 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

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

Joseph A. Hansen
C.F.O. Executive Director of Business Services

Date 2/20/18

Special Services Department

215 N. 1st Ave. East

Duluth, MN 55802

By _____

Jessie Cream
Director

2/14/18