



## MEMORANDUM OF UNDERSTANDING

WHEREAS, **SOAR Career Solutions (SOAR), Life House, Woodland Hills, Duluth Workforce Development, Lake Superior College, Duluth Public Schools Independent School District #709 and Duluth Adult Basic Education** have come together to implement the *Opportunity Youth of Duluth* project funded by Opportunity Reboot, a Social Innovation Fund project.

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

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

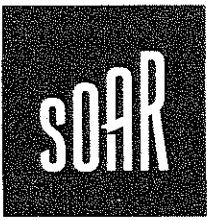
### 1) Description of Partner Agencies

**SOAR Career Solutions (SOAR)** is a 501(c)3 organization based in Duluth, MN whose mission is to inspire personal transformation through career development. SOAR provides innovative programming that moves people to sustainable employment, contributing to a prosperous community. Comprehensive, relationship-based services allow clients to achieve goals of overcoming barriers, integrating into the community and obtaining education and/or getting a job. SOAR was founded in 1980 as Project SOAR of NE MN and changed its name in 2005. Since inception, over 11,600 individuals have received services.

**Life House** is a 501(c)3 organization that has provided homeless and street youth ages 14-23 with a safe alternative to the streets, supportive housing, and comprehensive stabilization services for 25 years. The mission of Life House is to reconnect homeless and street youth to their dreams. Our vision is that no youth will be left homeless, alone, uncared for, or fending for themselves on the streets.

**Woodland Hills** is a part of a 106-year history of helping children reach their potential. This history began in 1909, as the St. James Home of Duluth – an orphanage run by the Catholic Diocese. In 1971, Woodland Hills was founded as a 501(c)3 non-profit and took up the Diocese mission of helping youth make profound and durable changes in their lives. Today, Woodland Hills continues this legacy as a profound champion of children. All programs and services are open to boys and girls and operate under our five guiding principles: caring, commitment, courage, integrity and learning.

**Duluth Workforce Development** has been serving the Duluth, Minnesota community since 1968, with quality employment services. We specialize in providing individualized services to program participants and employers alike. The office provides a number of employment, job training, and career assistance programs for individuals who are out of work or who have suffered job loss for a variety of reasons. It



also provides information for employers who may be considering employing individuals who have participated in these programs.

**Lake Superior College (LSC)** is located in Duluth, MN and is a part of the Minnesota State University system. LSC provides more than 90 certificate, diploma and associate degree programs in career/technical fields. They also offer pre-baccalaureate majors for student interested in transferring to a 4-year college or university and provides nearly 200 classes online each semester.

**Duluth Public Schools Independent School District #709** will work to build on shared beliefs and values of unity, high achievement and responsible use of resources to create Duluth Public Schools and classrooms that are safe, supportive and inclusive. ISD 709 will work to inspire every student to achieve their potential, and prepare students to lead productive, fulfilling lives as citizens of Duluth and the wider world.

**ISD #709 - Duluth Adult Basic Education** is a division of the Duluth Pubic School System's Community Services Programs. Classes and tutoring are offered in basic skills development (math, reading, writing, computer basics), GED preparation, English as a second language for immigrants and refugees, and transition skills for students wishing to enter post-secondary education or the job market.

## II) Purpose and Scope:

SOAR Career Solutions (SOAR), Life House, Woodland Hills, Duluth Workforce Development, Lake Superior College, Duluth Public Schools Independent School District #709 and Duluth Adult Basic Education will collaborate to implement the Opportunity Youth of Duluth project. The project will increase employment readiness skills for "Opportunity Youth" ages 16-24 through stabilization support, relationship building, career exploration services, work experiences, soft-skills training, self-awareness trainings, education and employment opportunities. The Opportunity Youth of Duluth project works to obtain the goal and objectives outlined in the *Project Workplan* and as described in the *Grant Narrative*:

*Goal:* Improved Educational and Career Attainment for Opportunity Youth ages 16-24

*Objective 1:* Increase access and coordination of stabilization supports for Opportunity Youth

*Objective 2:* Increase work readiness skills for Opportunity Youth

*Objective 3:* Increase access to in-demand careers



### III) Roles and Responsibilities

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

**SOAR Career Solutions (SOAR), Life House, Woodland Hills, Duluth Workforce Development, Lake Superior College, Duluth Public Schools Independent School District #709 and Duluth Adult Basic Education will:**

- 1.) Follow *Marketing Guidelines* as required for Social Innovation Fund.
- 2.) When applicable, regularly participate in Opportunity Youth of Duluth meetings.
- 3.) Identify and pursue funding opportunities to meet the required 1:1 cash match.
- 4.) Ensure grant outcomes and objectives are met.
- 5.) Ensure proper documentation supports success measures and benchmarks and submit to SOAR in accordance with the timeline outlined below.
- 6.) Retain all documentation for a minimum of six years.

**SOAR will:**

- 1.) Serve as the fiscal host and grant administrator;
- 2.) Serve as the liaison between Opportunity Reboot partners and Opportunity Youth of Duluth agencies.
- 3.) Facilitate regular meetings with Opportunity Youth of Duluth partner agencies for the purpose of providing collaborative oversight of the project.
- 4.) Facilitate regular meetings with Opportunity Youth of Duluth program staff for the purpose of implementation of the project, identify issues and solutions; and
- 5.) Identify and serve Opportunity Youth;
- 6.) Conduct initial assessments;
- 7.) Provide evidence-based, comprehensive re-entry services; and
- 8.) Provide direct employment and training services.

**Life House will:**

- 1.) Conduct initial assessments and referrals to the appropriate partner agencies.
- 2.) Provide stabilization services including but not limited to basic needs such as food, clothing and supportive housing.
- 3.) Provide no-cost/no-insurance mental health therapy, drug counseling, and parenting education.
- 4.) Provide on-site educational support including GED tutoring and preparation, high school diploma and credit recovery.



- 5.) Provide “Transitional Employment” program to participants designed to build pre-employment work readiness skills, financial literacy, 21<sup>st</sup> century business skills, entrepreneurial skills, business plan development and implementation and independent living skills while providing paid training and employment opportunities on-site.

**Woodland Hills will:**

- 1.) Provide assessments to determine program eligibility.
- 2.) Co-deliver work readiness curriculum.
- 3.) Conduct post-assessments to support program evaluation and scalability.

**Duluth Workforce Development will:**

- 1.) Assist with program recruitment and engagement. Job counselors will inform and connect eligible youth to the program.
- 2.) Connect program participants to training opportunities and job search assistance at the Duluth Workforce Center.
- 3.) Facilitate career exploration activities by conducting interest inventory assessments, facilitate employer visits and/or establish job shadow opportunities.
- 4.) Provide paid, community-based work experience for eligible youth.
- 5.) Engage with employers to develop internship opportunities for program participants in areas of career interest.
- 6.) Introduce participants to dual training and apprenticeship training opportunities in manufacturing through the Minnesota Advanced Manufacturing Partnership Program
- 7.) Maintain ongoing contact with the partners to ensure the needs of participants are met.

**Lake Superior College will:**

- 1.) Direct access to Academic Advisors who will help participants understand the eligibility and admissions criteria for enrollment in LSC academic programs.
- 2.) Help Seek additional funding to create new non-credit, skills-based training programs to help participants prepare for high wage, high demand occupations.
- 3.) Identify educational programs that support and align with the Duluth Workforce Board’s Career Pathway’s initiative as mandated by Workforce Innovation and Opportunity Act.



**Duluth Public Schools Independent School District #709 will:**

- 1.) Provide in-school academic instruction.
- 2.) Identify and refer eligible youth to the Opportunity Youth of Duluth project.

**Duluth Adult Basic Education will:**

- 1) Provide basic skill assessment utilizing the Test of Adult Basic Education (TABE) which is recognized by the state of Minnesota as a means of assessing skill level in reading and math.
- 2) Provide field specific and essential basic skill development in reading, writing, math, study skills, and computer skills in a "just in time" contextualized stand-alone bridge course focused on preparing students to meet the challenges of industry specific training.
- 3) Provide academic support and instruction for participants who lack a high school credential either in a stand-alone instructional format prior to entrance to secondary education or throughout a training program with the goal of acquiring the high school credential prior to program completion.
- 4) Provide integrated instruction for any selected college or training curriculum.
- 5) Utilize whole cohort instruction and support, small group practice, as well as individual academic support to address the unique needs of students.
- 6) Provide Accuplacer test preparation for those students within the cohort interested in continuing along the career pathway beyond the initial identified training.
- 7) Support developmental classes at the Lake Superior College main campus.

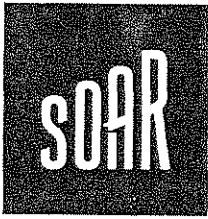
**Financial and Progress Reports:**

Payment to partner agencies is contingent upon receipt of \$636,000 (\$212,000 each year for three years).

Payment requests and progress reports must be submitted to SOAR no later than 7 days after the end of the quarter to ensure payment. Documentation to support these payment requests do not need to be submitted, but retained at each respective agency and must be available to show in the event of an audit.

Due dates are as follows:

July 7, 2016	July 7, 2017	July 7, 2018
October 7, 2016	October 7, 2017	October 7, 2018
January 7, 2017	January 7, 2018	
April 7, 2017	April 7, 2018	



**Maximum payment:**

Receipt of grant funding from YouthPrise is contingent on the required 1:1 match. Below represents the funding allocated to each agency for three years.

- SOAR Career Solutions: \$106,021 per year for three years
- Life House: \$72,782 per year for three years
- Woodland Hills: \$18,655 per year for three years
- Duluth Workforce Development: \$13,262 per year for three years
- Duluth Adult Basic Education: \$1,280 per year for three years

**IV) Timeline**

Responsibilities under this Memorandum of Understanding will coincide with the Opportunity Reboot Grant timeline of April 1, 2016 – March 31, 2019.

**V) Signatures**

SOAR Career Solutions (SOAR), Life House, Woodland Hills, Duluth Workforce Development, Lake Superior College, Duluth Public Schools Independent School District #709 and Duluth Adult Basic Education agree to collaborate and provide services as detailed above and pursuant to the program narrative of the grant application.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Executive Director, SOAR Career Solutions

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Executive Director, Life House

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
CEO, Woodland Hills

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Manager, Duluth Workforce Development

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Executive Director Workforce and Community Development, Lake Superior College

BY: W. L. Hanson DATE: 11/9/16  
~~Superintendent, Duluth Public Schools ISD#709~~  
CFO

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Coordinator, Duluth Adult Basic Education

## AGREEMENT

**THIS AGREEMENT**, made and entered into this day of October 24th, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Jeremy Davis 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 24th, 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 Contractor 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 \$50.00 (Fifty 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 \$500.00 (Five hundred 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 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States

Mail: 315 N LAKE AVE # 328 DULUTH, MN 55806

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

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.

Darion S. Wakefield \_\_\_\_\_ 11-2-16  
Contractor Signature SSN/ Tax Identification Number Date

[Signature] \_\_\_\_\_ 10/27/16  
Program Director Date

[Signature] \_\_\_\_\_ 10/27/16  
Director of Curriculum and Instruction Date

[Signature] \_\_\_\_\_ 11/3/16  
Director of Business Service / Superintendent of Schools Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 19th of September, 2016 by and between Independent School District #709, a public corporation, hereinafter called District, and Jonathan Thunder, 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 09/19/16, 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.** Jonathan Thunder, a world renowned American Indian Artist from the Red Lake Nation will be on contract with DPS American Indian Education Department to provide American Indian Arts and Culture classes and presentations to students/staff. His rate will be \$50.00/per session or \$500.00/all day.
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 \$2,500.00 Two thousand and five hundred 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 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail Jonathan Thunder; 315 N. Lake Ave. #406 Duluth. Mn 55806.

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

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

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.

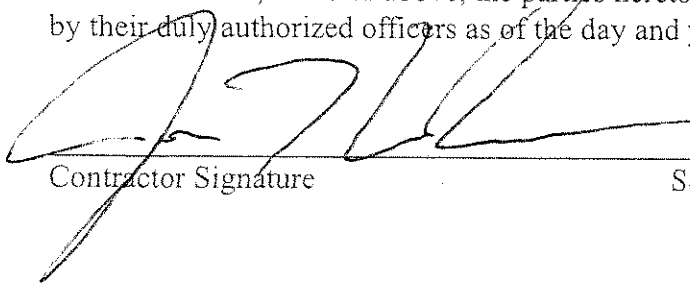
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

Oct 3, 2016  
Date

*Stevens*

Program Director

10/18/16

Date

*Michelle O'Carroll*

Director of Curriculum and Instruction

10/4/16

Date

*W.C. Hanson*

Director of Business Service / Superintendent of Schools

11/7/16

Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this day of October 24th, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Darian Wakefield 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 24th, 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 Contractor 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 \$50.00 (Fifty Dollars) per session.
3. **Background Check .** (Applies to contractors working independent with students)

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Mail: 513 N. 10<sup>th</sup> Ave E. Duluth MN 55805

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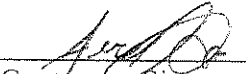
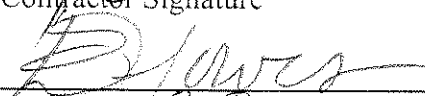

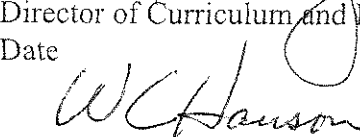
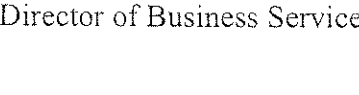
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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	<u>11/2/16</u> Date
 _____ Program Director		<u>10/27/16</u> Date
 _____ Director of Curriculum and Instruction		<u>10/27/16</u> Date
 _____ Date		
 _____ Director of Business Service / Superintendent of Schools		<u>11/3/16</u> Date



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 21st of September, 2016 by and between Independent School District #709, a public corporation, hereinafter called District, and Jeremy Wilson, 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 09/21/16, 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.** Contractor 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 (50.00) per session. Fee for teaching singing/drumming will be Seventy-five dollars (75.00) 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 Three Thousand Dollars (3,000) 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 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail \*Jeremy Wilson  
203 S. 17<sup>th</sup> Ave E. Apt. 2 Duluth, MN 55815

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

10-26-16  
Date

Edwards  
Program Director

10/10/16  
Date

Phil Camp  
Director of Curriculum and Instruction

11/4/16  
Date

W. Hanson  
Director of Business Service / Superintendent of Schools

11/7/16  
Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_8th\_\_\_ day of November, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Segue Consulting Partners-Dr. Wendy Barden, 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 \_\_\_November 8, 2016\_\_\_, and shall remain in effect until December 2, 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.** (insert programs or services to be performed by contractor)

Dr. Wendy Barden, Segue Consulting Partners, will plan and present a one-day workshop to regional arts teachers "Standards Based Assessment in Arts Classrooms". Fee paid for up to 20 teachers to attend the one day workshop - 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 \$ 1,800.00 - One thousand, eight hundred dollars (\$1,100-workshop fee, snacks/beverages, \$350.00-workshop room rental & \$350-hotel, meals 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;
- 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 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States mail (mailing address including Zip Code)

15223 Lake Street Ext., Minnetonka, MN 55345

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.



Event Date: Dec 02, 2016

Event Location: Hampton Inn & Suites, 310 Canal Park Duluth, MN 55802

201-720-3000 (hotel phone)

Event Time: 8:30 am - 4:00 pm

**Event Description:**

Is your school moving into a standards-based system, and you are looking for examples from an arts classroom (rather than math or language arts)? Here is an opportunity to discuss the research and practical implementation of standards-based teaching and learning in an arts classroom with an experienced arts educator. Our work will include:

- Developing reporting standards in the arts
- Understanding standards-based assessment design with checklists and rubrics
- Examining the power of student reflection and teacher feedback
- Exploring activities and assessments that tap students' higher-level thinking
- Recognizing the prominence of "participation" or "studio time"
- Assigning grades from standards-based evidence
- Collaborative thinking with others who teach the same arts classes you do

The registration fee includes materials and morning/afternoon snacks. One hour is planned for lunch on your own.



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 2<sup>nd</sup> day of November, 2016, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and **Mr. John K. Hoban**, 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 ISD 709 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 Wednesday, November 2, 2016, and shall remain in effect until Friday, April 28, 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.** To work in the capacity as a School Equipment Maintenance Mechanic, performing work as assigned or directed, between the hours of 6:00 AM to 2:30 PM, Monday through Friday, for up to 26 weeks. Tasks assigned will be directly related to the attached position description. (Addendum A)
3. **Contract Documents.** It is understood that this Contract consists of the following:
  1. Printed Memoranda of Agreement;
  2. Any other documents identified by ISD 709.
4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at a rate of \$32.03 per hour, up to a sum not to exceed \$15,000.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
  - a. Payment shall be made by ISD 709 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 ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of any such item. ISD 709 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 ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

7. **Independent Contractor.** Both ISD 709 and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of ISD 709. 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.

8. **Indemnity and defense of ISD 709.** Contractor shall indemnify, hold harmless and defend ISD709, its employees, agents, successors and assigns, and their respective shareholders, directors, officers, employees and agents against and in respect to any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities, general losses, costs and reasonable attorneys' fees, court costs and litigation expenses (collectively "Liabilities") which may arise out of, relate to or result from any act or omission of the Contractor.

In the event that Contractor breaches its obligation to defend, indemnify and hold ISD 709 harmless, then in addition to its other damages ISD 709 shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

9. **Notices.** All notices to be given by Contractor to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of David Spooner, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: John K. Hoban, 3352 Lindahl Road, Duluth MN 55810

10. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of ISD 709.

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

12. **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.

13. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon 7 days written notice to the other party as provided for in this Agreement.

14. **Representatives of ISD 709.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

ISD 709 Employee  
William Hanson

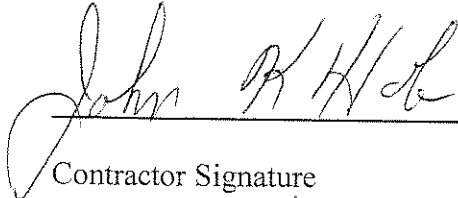
Position  
CFO/Director of Business Services

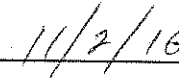
The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

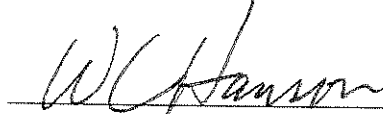
ISD 709 Employee  
David Spooner

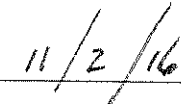
Position  
Manager of Facilities

**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

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
CFO/Executive Director of Business Services

  
\_\_\_\_\_  
Date

# Memorandum

**To:** Bill Hanson

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

**Date:** November 17, 2016

**Re:** F Squared Utility Optimization for Congdon Park

Attached are three copies of an Agreement from F Squared, a water usage optimization company, to install their proprietary components as per proposal, into Congdon Park School. This proposal has identified a guaranteed 4 year ROI, with annual water and energy savings projected to be \$2687.77. Total installation cost is \$10,751.08, and I understand this will be funded from program 810 Maintenance.

This is a guarantee savings Agreement as per terms. Should the District not realize identified savings, F Squared will rebate the District the difference as identified in the Agreement.

For some history, water optimization was value engineered out of the LRFP projects. After much review over the past year, both Kerry and I feel this technology should be tested in one school, and if proven effective with funds allocated, that this technology should be implemented district wide.

I am recommending approval of this agreement with F Squared, to install their proprietary components as per proposal into Congdon Park School. After review, and if you concur, please sign attached copies of the Agreement and return them to Facilities Management office for processing.

Attachments



October 5, 2016

**Proposal # 0211DLH**

**Proposal Overview**

F Squared Tech, Inc. is proposing to deploy its Water Optimization Program for ISD #709's Congdon Park Elementary School property (Client). Retrofitting Client's toilets, sinks, and tuning the water system to reduce the amount of water consumed while maintaining performance and customer experience. The reduction in water consumption will result in lower water and sewer costs, and decreased long-term maintenance costs. Savings are achieved through a combination of proprietary parts and experienced engineers who tune the system to create the optimal balance between pressure and volume.

**Retrofit Detail:**

- Retrofit Existing Flush-o-Meter (Toilets and urinals)
  - Replace vacuum breaker, handle repair kit, O ring at stop W.C. Inner-Cap, modified A38 A kit & Spud, and add sediment screen
- Retrofit Sinks
  - Remove Aerator & Replace with Moderator

Retrofits do not include replacement of angle stops that are defective. Your retrofit investment includes all materials, labor, and any applicable taxes.

**Parts and Labor Warranty**

Labor is warrantied for 90 days, and all F Squared manufactured parts are warrantied for 20 years. Parts not manufactured by F Squared are covered under each manufacturers stated warranty.

**Fixture Summary:**

- 3 Kitchen Sinks
- 27 Bathroom Sinks
- 33 Room Sinks
- 75 Flush-o-Meter Kits (toilets and urinals)

Warranty.

Equipment. The equipment installed by Consultant that is manufactured by JMD Logix, Inc. (JMD), a subsidiary of F Squared Tech, Inc., shall be free of defects for a period of twenty (20) years from installation, but is limited solely to the price of replacement of the specific defective part. Owner acknowledges that not all equipment installed by Consultant is manufactured by JMD and the warranty for such equipment shall be that provided by the manufacturer of such equipment. If equipment is installed by Consultant, the installation shall be free of defects for a period of (90) ninety days from installation. NOTWITHSTANDING ANY PROVISIONS HEREIN TO THE CONTRARY, consultant

HAS NOT MADE, AND WILL NOT MAKE ANY OTHER REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, EQUIPMENT DESIGN, OPERATION, FITNESS FOR USE OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF owner, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO AND consultant SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF OR TO owner OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE WORK, THE USE OR PERFORMANCE OF THE EQUIPMENT AND THE MAINTENANCE THEREOF.

The warranty provided by this Section is subject to the following limitations:

- The repair or replacement of any part shall not extend the warranty period.
- Damage or defects resulting from misuse, neglect, accident and alternative installation are not within the scope of the warranty.
- The warranty does not apply to any part of Owner's water and/or sewer system that has been repaired or altered by anyone other than Consultant or on behalf of Consultant.
- In the event of an equipment malfunction, Owner shall report it to Consultant. Consultant shall promptly dispatch its representative to the site to repair or replace defective parts.

This warranty does not apply to:

- External causes of damage.
- 
- Misapplication of the equipment.
- 
- Bodily or personal injury of any kind.
- 
- Property damage.
- 
- Incidental expenses.

### Current Student/Staff, Visitor Usage

Water / Sewer Rate:		\$10.10		Per 1,000 Gallons						
# of Days Per Person Per Year		179	179	179						
Unit Type	Number of Units	Flow Rate (Gals)	Number of Students	Number of Visitors	Number of F.T. Staff	Ave. Flow Minutes Per Day	Occupant Usage Per Day	Current Water Consumption in Gallons	Cost	
Flushometers	49	2.5	586				0.75	196676	\$ 1,986	
Flushometers	49	2.5		15			0.5	3356	\$ 34	
Flushometers	49	2.5			48		2	42960	\$ 434	
Urinals	26	1.5	586				0.5	78671	\$ 795	
Urinals	26	1.5		15			0.5	2014	\$ 20	
Urinals	26	1.5			48		0.5	6444	\$ 65	
Room Sinks	33	2.2	586			0.22		50769	\$ 513	
Room Sinks	33	2.2			48	0.33		6238	\$ 63	
Kitchen Sinks	3	2.5			48	0.33		7088	\$ 72	
Bathroom Sinks	27	2	586			0.33		69230	\$ 699	
Bathroom Sinks	27	2		15		0.33		1772	\$ 18	
Bathroom Sinks	27	2			48	1.5		25776	\$ 260	
Janitorial Sinks	3	2.5			48	0.001		21	\$ 0	
<b>Total</b>								<b>Annual Usage in Gallons</b>	<b>491,015 \$ 4,958</b>	

### Projected Student/Staff, Visitor Usage

Water / Sewer Rate:		\$10.10		Per 1,000 Gallons						
# of Days Per Person Per Year		179	179	179						
Unit Type	Number of Units	Flow Rate (Gals)	Number of Students	Number of Visitors	Number of F.T. Staff	Ave. Flow Minutes Per Day	Occupant Usage Per Day	Current Water Consumption in Gallons	Cost	
Flushometers	49	1.6	586				0.75	125873	\$ 1,271	
Flushometers	49	1.6		15			0.5	2148	\$ 22	
Flushometers	49	1.6			48		2	27494	\$ 278	
Urinals	26	0.75	586				0.5	39335	\$ 397	
Urinals	26	0.75		15			0.5	1007	\$ 10	
Urinals	26	0.75			48		0.5	3222	\$ 33	
Room Sinks	33	1.5	586			0.22		34615	\$ 350	
Room Sinks	33	1.5			48	0.33		4253	\$ 43	
Kitchen Sinks	3	2.5			48	0.33		7088	\$ 72	
Bathroom Sinks	27	0.5	586			0.33		17308	\$ 175	
Bathroom Sinks	27	0.5		15		0.33		443	\$ 4	
Bathroom Sinks	27	0.5			48	1.5		6444	\$ 65	
Janitorial Sinks	3	2.5			48	0.001		21	\$ 0	
<b>Total</b>								<b>Annual Usage in Gallons</b>	<b>269,252 \$ 2,719</b>	

**Projected Annual Water Savings: \$2239.81**

## **Savings and Optimization Program**

**Annual Water Savings: \$2239.81**

**Annual Therm Savings: \$447.96**

**Total Annual Saving: \$2687.77**

### **Optimization Program Cost Options**

**Upfront Payment Cost with Guaranteed 4 year ROI: \$10,751.08**

- Deployment cost includes all parts and labor
- The guarantee is based on volume of water/sewer used, and not on the cost of the commodity.

### **Pay Through Savings over 6 Years**

- Each quarter, F Squared will invoice client for 90% of the savings from the previous 3 months. There are no upfront costs or balloon payments. All parts and labor are included.

### **Performance Guarantee**

- During the initial 4-year period, F Squared GUARANTEES annual water/sewer costs will not exceed 360 units (CCFW – 748 gallons per CCFW) during the non-cooling months. If 360 units is exceeded during the non-cooling months, F Squared will reimburse Client for the amount in excess of 360 units (CCFW). The guarantee will take into consideration occupancy rates, number of student, staff, and visitors, change in laundry, irrigation, and Acts of God or other non-staff, student or visitor use of water when making the comparison for the guarantee. As an example, if the number of students double, the saving would be a constant percentage but the volume consumed would proportionally higher. E.g. If each off the 100 students consumed 1 gallon per month and the guarantee was a reduction of 30% to .70 gallons per month per student (100 gallons reduced to 70 gallons) but the student count increased to 200, the savings would be consistent at 30%, but the volume would 140 gallons per month.



Signature Page

F Squared Tech, Inc.

ISD #709

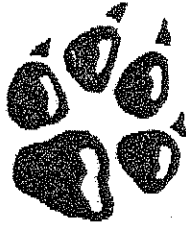
A handwritten signature in cursive script that reads "Bill Hanson". The signature is written in black ink and is positioned above a horizontal line.

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Tiegen Fryberger  
President/CEO

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Bill Hanson  
CFO



**WOLF  
RIDGE<sup>SM</sup>**  
**ENVIRONMENTAL  
LEARNING CENTER**

**Program Contract 2016-2017**

Chad Humphreys <chad.humphreys@isd709.org>  
Homecroft Elementary  
4784 Howard Gnesen Rd  
Duluth, MN 55803  
218-336-8865

Is the Coordinator's name correct?  YES  NO  
New Coordinators name:  
also Nicole.Munthe@isd709.org

Our 2016-2017 5 day rate is \$135 per person,  
making your required deposit \$1,120.5

You have made a reservation for **March 13-15, 2017** with **83 participants**. Wolf Ridge requires a credit card number to hold your reservation. The credit card will not be billed unless the Cancellation Policy is broken. If a credit card is not an option, we will accept a check for 10% of the estimated fee. The check will be cashed and applied to your bill. If your cancellation meets the cancellation policy requirements, we will refund your 10%.

Cancellation Policy applies only in the event of the group NOT attending Wolf Ridge for the reserved dates. Wolf Ridge must be informed of the cancellation no later than the 60-day deadline or the credit card will be billed 10% of the reserved participant numbers.

Please sign below: I agree to all the terms listed above.

Printed Name Bill Hanson Title CFD  
Signed Name Bill Hanson Date 11/3/16

Please Complete:

Billing Contact Homecroft School

Billing address 4784 Howard Gnesen Road  
Duluth, MN 55803

Email address: Nicole.Munthe@isd709.org  
Chad.Humphreys@isd709.org

Credit Card # \_\_\_\_\_ Exp. Date \_\_\_\_\_ CVV \_\_\_\_\_  
(Visa, MC, Discover)

Card Holders Name \_\_\_\_\_

If unable to pay at this date, when can we expect to receive your deposit? \_\_\_\_\_

Return to: 6282 Cranberry Rd., Finland, MN 55603, or fax to: 218-353-7762  
Contract due 30 days after receipt.

\*Notify us immediately if you wish to cancel this reservation.



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

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **November 7, 2016** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Creation Station (Lake Superior Community College)** (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 \_\_\_\_\_ 1 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 3 hours a day, 3 days per week, and up to 70 days.
  2. The AGENCY shall perform these services at: **2101 Trinity Rd. Duluth, MN 55811.**
  3. The approximate date the service will begin is, **November 14, 2016** and shall not extend beyond **June 1, 2017**; the contract not to exceed a total of **70 Days** (3 Days per Week) and a total cost up to **\$15 per day + \$15 one time registration fee** (\$1,065 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 15<sup>th</sup> of each month for the preceding month.
-

ISD  
709  
**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

WCHanson  
C.F.O. Executive Director of Business Services

Date 11/8/16

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

By Jane Crane 11/7/16



Special Services Department  
Independent School District #709  
215 N. 1<sup>st</sup> 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 **Duluth Preschool Blended Classroom** (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 6.5 hours a day, 4 days per week, and up to 125 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 **125 Days** (4 Days per Week) and a total cost up to **\$2,205.00** (\$245.00 per month).
  4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
  5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. **Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15<sup>th</sup> of each month for the preceding month.**
-

ISD  
709  
**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 \_\_\_\_\_  

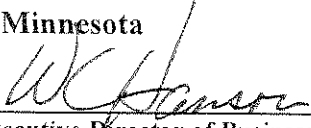

Authorized Agent

\_\_\_\_\_  
Date

.....

**INDEPENDENT SCHOOL DISTRICT #709**

Duluth, Minnesota

  
\_\_\_\_\_  
C.F.O. Executive Director of Business Services

Date 11/21/16

.....

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

By \_\_\_\_\_  


Director

Date 9/27/16



Special Services Department  
Independent School District #709  
215 N. 1<sup>st</sup> 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 **Duluth Preschool Blended Classroom** (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 6.5 hours a day, 4 days per week, and up to 40 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 **December 1, 2016**; the contract not to exceed a total of **40 Days** (4 Days per Week) and a total cost up to **\$735.00** (\$245.00 per month).
  4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
  5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. **Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15<sup>th</sup> of each month for the preceding month.**
-

ISD  
709  
**Duluth**  
6 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 \_\_\_\_\_  

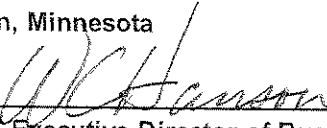

Authorized Agent

\_\_\_\_\_  
Date

11/18/16

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

\_\_\_\_\_  
  
C.F.O. Executive Director of Business Services

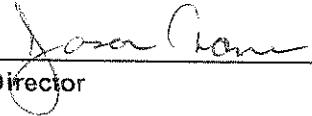
Date \_\_\_\_\_

11/21/16

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

By \_\_\_\_\_

Director

 10/26/16



# LAKEVIEW CHRISTIAN ACADEMY

Guidelines for

## TRANSPORTATION REIMBURSEMENT

2016-2017

1. Each parent is to submit an initial odometer reading from home to school.
2. Request for payments must be made on Form 3326.1 "Invoice". These will be available from the Transportation Department.
  - A. The invoice must be signed.
  - B. The invoice must be submitted each month by the school. Claims older than 60 days will not be paid.
  - C. Under "description" list transportation of students to Lakeview Christian Academy.  
  
\_\_\_\_\_ days X \_\_\_\_\_ miles X 30 Cents per mile = reimbursement.  
(Round trip from home to school)
3. Mail or bring "Invoice" to the Transportation Department. A check will be sent to your school in 3-4 weeks from the date received at the Transportation Department.
4. Reimbursement is per family when Duluth Public School is in session and only for their mileage. Car pool mileage should not be submitted. For the 2016-2017 school year one family reimbursement is maximum of \$310.00.
5. All reimbursement claims must be received at ISD 709 by June 9, 2017.

LAKEVIEW CHRISTIAN ACADEMY

BY



Its Director

INDEPENDENT SCHOOL DISTRICT NO. 709

BY



Director of Business Services