

AGREEMENT

THIS AGREEMENT, made and entered into this date, March 12, 2018 by and between Independent School District #709, a public corporation, hereinafter called District, and Dylan Jennings, 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 March 12, 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 be on contract with DPS American Indian Education Department to provide hand drum songs, teachings and making workshop for hand drum sticks for up to 10 American Indian middle and high students, 3 sessions March 21, April 24, May 22, 2018. Each session will be \$500.00 (five hundred dollars)
3. **Background Check .** (Applies to contractors working independent with students)

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$1,500.00 (Fifteen 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 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 P.O. Box 7 Odanah, WI 54861

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.

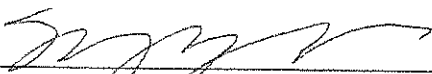
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

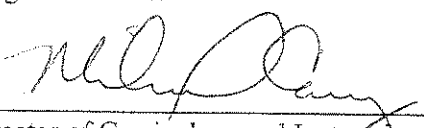
SSN/ Tax Identification Number

3/12/18
Date



Program Director

3-13-18
Date



Director of Curriculum and Instruction

3/16/18
Date



Director of Business Service / Superintendent of Schools

3/20/18
Date



**2018- 2019 Concurrent Enrollment
Between
Lake Superior College
And
Duluth School District ISD #709**

PURPOSE

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

This agreement between the Duluth school district (ISD #709) and Lake Superior College, Duluth, Minnesota is effective for the 2018-2019 academic year. The intent of this agreement is to provide Duluth school district students an opportunity to enroll in Lake Superior College courses through Concurrent Enrollment to create a seamless educational path for area high school students. Lake Superior College will work cooperatively and in partnership with high school personnel and students to process registrations, validate course competencies, and transcribe grades.

COST

The cost to the high school is **\$2,250 per course per teacher**. If one teacher teaches multiple sections, it is one fee; if more than one teacher is assigned to separate sections of the same course, there is an additional fee of \$2,250.00 per teacher. The billing date for courses is November 1, 2018 with payment expected 30 days later. The total cost is **\$15,750 for the courses listed (\$2,250 x 7 courses = \$15,750)**.

TRANSCRIPTS

LSC College in the Schools staff works with high school staff to verify class rosters and final grades each term for the enrolled students, and LSC will record final course grades on an official LSC transcript. Students may request an official transcript by following the steps found here: <http://www.lsc.edu/current-students/records-registration/transcripts/>.

STUDENT QUALIFICATIONS

Students must meet minimum requirements for PSEO enrollment. For more information, please see <http://www.minnstate.edu/admissions/pseo/>.

Eligibility:

- Seniors must rank in the top half of their class or have a 2.5 cumulative G.P.A.
- Juniors must rank in the top third of their high school class or have a 3.0 cumulative G.P.A.;
- Sophomores may enroll in specific Career and Technical Education (CTE) courses if they achieved the composite proficiency level of “meets or exceeds” on the 8th grade MCA reading test.
- Students must also meet the pre-requisites of individual courses, which may include Accuplacer scores, ACT scores, MCA scores, or prior college coursework.

INSTRUCTOR QUALIFICATIONS

High School instructors of CITS courses must meet the minimum qualifications set by the Minnesota State College Faculty Association and Minnesota State Colleges and Universities. Please refer to the following link: <http://www.minnstate.edu/system/asa/academicaffairs/cfc/index.html>

COLLABORATION REQUIREMENTS

Lake Superior College CITS Staff

- Complete registration for each CITS class.
- Maintain registration, waiver, and grade records for all completed CITS classes.
- Adjust records for student in accordance with add/drop and withdrawal policies.

- Provide high schools with course outlines for each CITS class.
- Inform CITS students about academic and student support services available to all college students.
- Provide necessary registration, withdrawal, and add/drop policy tools and information.
- Provide transcript request information to all students.
- Send class lists to high school as soon as the registrations are complete.
- Work with each high school to ensure that CITS class lists are correct.
- Work with each high school to ensure all grades are submitted and transcribed.

Lake Superior College Faculty Mentors:

- Collaborate with the high school CITS instructor to clarify approved college course outline and outcomes, to create a syllabus with the CITS instructor, and to verify the syllabus meets college criteria.
- Extend invitations to CITS teachers to participate in appropriate campus-based faculty development activities.
- Meet regularly (face-to-face, email, telephone) with high school CITS instructor and monitor assignments, exams, projects, and instructional effectiveness to ensure course meets the learning outcomes in the LSC course outline.
- Make at least one visit to the high school per course.
- Arrange to guest lecture if requested by the high school instructor.
- Upon request, provide current college text information, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school CITS teacher's use.
- Provide instructors who have taught the course previously with copies of new course outlines, new calendars, schedules, or other information as courses change.
- Create records of site visits and course evaluations per NACEP accreditation requirements.
- Support CITS instructors, giving additional time and attention to instructors new to the program.

High School Instructors, Administrators, and Staff:

- Notify parents/students of CITS course offerings and student eligibility.
- To the extent possible, provide counseling services to students and their parents or guardian before students enroll in CITS courses to ensure students and their parents/guardians are fully aware of the risks and possible consequences of enrolling in CITS courses.
- Agree to terms of the LSC policy for add/drop processes and withdrawals and contact the LSC CITS staff for withdrawals in accordance with LSC policy.
- Collaborate with LSC staff to administer Accuplacer test to potential CITS students and/or provide ACT scores to assure compliance with PSEO eligibility requirements.
- Ensure completion of LSC registration forms and verify class rosters.
- Assign final, whole letter grades to each student on the class rosters provided by LSC's CITS staff and share grades with LSC CITS staff for recording.
- Meet regularly (face-to-face, email, telephone) with LSC faculty mentor.
- Provide LSC with a course syllabus and sample assignments, exams, projects for each CITS course to ensure the course meets the learning outcomes in the LSC course outline.
- Ensure teachers of CITS courses comply with the Minnesota State credentialing policy.
- Assist LSC staff in administering course evaluations for each CITS course in keeping with NACEP accreditation requirements.
- Participate in professional development opportunities offered by LSC in keeping with NACEP accreditation requirements.
- Submit new course proposals and documents by April 6, 2018.
- Sign CITS contract and return to LSC by April 27, 2018. Submit amendments by August 1, 2018 for the 2018-19 academic year.

COURSES

Cost: \$15,750

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

Course	Title	Credits	HS Instructor	LSC Faculty	Indicate Offerings (x)			Course End Date
					Fall (Sept-Jan.)	Spring (Jan-June)	All Year (Sept-June)	
*ALTH 1400	Intro to Allied Health (D&E)	2	Kimberly Olson	TBD	X			
*ALTH 1410	Medical Terminology (D&E)	1	Kimberly Olson	TBD	X			
*BIOL 1005	Intro to Cell Biology (E)	1	James Kyes	TBD		X		
*BIOL 1140	Human Anat & Phys (E)	4	James Kyes	TBD		X		
*BIOL 1005	Intro to Cell Biology (D)	1	Alison Wood	TBD		X		
*BIOL 1140	Human Anat & Phys (D)	4	Alison Wood	TBD		X		
MATH 1150	Pre-Calculus (E)	5	Peter Graves	TBD		X		
MATH 1150	Pre-Calculus (D)	5	Bill Garnett <i>Tim</i>	TBD		X		
MATH 1150	Pre-Calculus (E)	5	Bill Garnett	TBD		X		
MATH 1150	Pre-Calculus (D)	5	Bill Garnett	TBD		X		
NUNA 1420	Nursing Asst/HHA (D&E)	4	Kimberly Olson	TBD	X			

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

Duluth Public Schools

Wendy Brant
Superintendent or Assistant Superintendent

Melissa Leno
Director of Curriculum and Instruction

Lake Superior College

Jenna Trenberth, College in the Schools Coordinator

Melissa Leno, Director of Admissions

Michael Seymour, VP Academic & Student Affairs

Kimberly Olson

Kimberly Olson

*Note: Contract not valid until all signatures are obtained.
Please pay close attention to designated terms of course offerings as LSC faculty mentor assignments must be made prior to start of terms.
Changes/amendments to this contract must be made by August 1, 2018 for fall semester terms.
Additions to the contract for spring term only courses may be considered if requested and approved by December 1, 2018.

WADE STADIUM NON-EXCLUSIVE USE AGREEMENT

THIS NON-EXCLUSIVE USE AGREEMENT (this "Agreement") is by and between the City of Duluth, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as the "City," and Independent School District No. 709, a Minnesota public corporation, hereinafter referred to as "User Group."

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

WHEREAS, the City is also the owner of Softball Fields 6 and 7 located adjacent to the Stadium, which fields are depicted on Exhibit B (collectively referred to as the "Softball Fields").

WHEREAS, User Group desires to use the Stadium, the Softball Fields and certain personal property owned by the City for its Denfeld High School baseball and softball programs.

WHEREAS, the City desires to coordinate and allow the cooperative use of the Stadium and the Softball Fields by as many groups as possible, including User Group.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree as follows:

1. ADMINISTRATION.

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

Among the various users of the Stadium, the following shall generally be the priority assigned to all users:

- (a) Huskies games and practices
- (b) College of St. Scholastica games
- (c) User Group games
- (d) UMD games
- (e) Marshall School games
- (f) User Group practices
- (g) Denfeld High School practices
- (h) UMD practices
- (i) Marshall School practices
- (j) Other users

2. GRANT OF RIGHTS.

a. Subject to the terms and conditions of this Agreement, the City grants to User Group the non-exclusive right to use (i) the Stadium; (ii) the Softball Fields; (iii) one stationary batting cage, one portable batting cage, the automatic scoreboard and the public address sound system in the Stadium (collectively referred to as the "Stadium Equipment,"); and (iv) the scoreboards at the Softball Fields (the "Softball Field Equipment"), all for the playing of baseball, softball and other activities directly connected with baseball and softball. User Group's use of the Stadium shall not include access to or the use of concession areas in the Stadium's grandstand area, nor the locker rooms. The Stadium Equipment and the Softball Field Equipment is collectively referred to in this Agreement as the "Equipment."

b. User Group accepts the Stadium, the Softball Fields and the Equipment "as is," in their present physical condition, and the City makes no warranty, either express or implied, that the Stadium, the Softball Fields or the Equipment are suitable for any purpose. The City is not obligated to make any alterations or improvements on or to the Stadium, the Softball Fields or the Equipment, or to provide any maintenance of the Stadium, the Softball Fields or the Equipment.

3. USE OF STADIUM.

a. User Group may only use the Stadium and the Softball Fields for baseball and softball.

b. No later than February 24, 2018, User Group shall provide to the City its proposed use schedules for the Stadium and the Softball Fields for games and practices during the Term. No later than March 1, 2018, the City shall furnish to User Group a schedule for the dates and times when User Group will be allowed to use the Stadium, the Softball Fields and the Equipment (the "User Group Schedule"), which shall become Exhibit B to this Agreement. The City may modify the User Group Schedule as it deems appropriate or necessary including reducing or increasing the times or dates when User Group will be entitled to use the Stadium, the Softball Fields and the Equipment. User Group shall work with the other users of the Stadium, the Softball Fields and the Equipment to coordinate, when possible, to ensure optimum use of the Stadium, the Softball Fields and the Equipment.

c. The City shall have ultimate control of the scheduling of various users of the Stadium, the Softball Fields and the Equipment. User Group shall use the Stadium, the Softball Fields and the Equipment only in conformance with the User Group Schedule.

d. User Group shall provide supervision of its program participants and spectators by an adult representative of User Group competently trained as appropriate for the activity.

e. User Group may use the Stadium Equipment immediately before, during, and after games played by User Group at the Stadium. User Group may use the Softball Field Equipment immediately before, during, and after games played by User Group at the Softball Fields. Prior to any use of the Equipment, User Group shall (i) provide the City the names of the individuals that will operate the Equipment with evidence of their qualifications to properly

operate the Equipment (the "Equipment Operators"); and (ii) obtain written approval of the Equipment Operators from the City, which approval the City may grant or withhold in its sole discretion. User Group shall allow only Equipment Operators who have been approved by the City in writing to operate the Equipment. After each use of the Equipment, User Group shall be responsible for turning it off, returning it to its proper place of storage and securing it.

f. All Equipment shall be used in accordance with its design and intended use. User Group shall be responsible for any damage to any Equipment occurring during User Group's use of the Equipment. In the event of loss of a handheld remote for the Softball Fields, User Group shall pay to the City a replacement fee of \$350.00.

g. User Group shall comply with the Usage Guidelines attached to this Agreement as Exhibit C. The City reserves the right to modify the Usage Guidelines in writing from time to time and will provide User Group with the modified Usage Guidelines, which shall be binding upon User Group. User Group shall provide all visiting teams with a copy of the Usage Guidelines and shall use best efforts to ensure their compliance with the Usage Guidelines. User Group shall be responsible for any damage caused by or resulting from visiting teams.

h. User Group shall, in its use of the playing fields and related areas, follow best practices to appropriately utilize said facilities and, in particular, will use its best efforts to minimize or eliminate to the extent practical any damage to the playing field and related areas.

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

j. User Group shall promptly notify the City in writing of any incident of injury or loss or damage to the Stadium, the Softball Fields, the Equipment or to any employee, player, coach, agent, user, participant or invitee occurring within the Stadium during User Group's use of the Stadium or the Softball Fields. Such written report shall be in the form of the City's Incident Report attached as Exhibit D.

k. User Group shall prohibit the use of alcohol and tobacco products at the Stadium and the Softball Fields by User Group and User Group's participants, players, coaches, employees, agents, users and invitees.

l. In case of inclement weather, User Group may not use or occupy the Stadium or the Softball Fields. As provided in the Cancellation Policy attached as Exhibit E (the "Cancellation Policy"), User Group shall not be charged the Usage Fee (defined below) when User Group is scheduled to use the Stadium or the Softball Fields but is unable to do so because the Stadium or the Softball Fields are closed by the City due to inclement weather. The City shall have final authority to determine closure of the Stadium and the Softball Fields.

4. FEE AND REFUNDS.

a. A copy of the City's current Fee Schedule is attached as Exhibit F. User Group will pay the City the total use fee of Five Thousand Three Hundred Seventy and no/100ths Dollars (\$5,370.00) as outlined on the User Group Schedule (the "Usage Fee"), which Usage Fee

is subject to change based on actual usage of the Stadium and the Softball Fields and based on adjustments pursuant to the Cancellation Policy. User Group will pay the Usage Fee in full on or before April 30, 2018. The Usage Fee shall be deposited in Fund 210, Agency 030, Organization 3190, Revenue Source 4625-04. The Usage Fee shall be due absolutely without right of set-off or any other reduction for any reason whatsoever.

b. User Group shall pay interest at a rate of 1.5% per month (18% per annum) on all past due balances due to the City under this Agreement. User Group shall pay any collection costs incurred by the City in collecting any past due balances due the City under this Agreement, including but not limited to court costs, collection fees, and attorney' fees.

5. TERM.

Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on January 1, 2018, and shall expire on June 30, 2018, unless sooner terminated as provided for herein.

6. TERMINATION.

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

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

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

d. **SURRENDER POSSESSION.** Upon termination or expiration of this Agreement, whichever occurs first, User Group shall surrender possession of the Stadium, the Softball Fields and the Equipment to the City in as good condition and state of repair as they were in at the time User Group took possession, normal wear and tear excepted. User Group shall surrender all keys to the Stadium and the Softball Fields and shall have completed performance of all of its cleaning and maintenance responsibilities.

7. INSURANCE.

a. During the Term, User Group shall maintain such insurance coverage as required by this Agreement and as will protect User Group and the City against risk of loss or damage to the Stadium, the Softball Fields and the Equipment and against claims that may arise or result

from the use of the Stadium, the Softball Fields and the Equipment. User Group shall procure and maintain continuously in force Public Liability Insurance written on an “occurrence” basis under a Commercial General Liability Form in limits of not less than \$1,500,000 aggregate per occurrence for personal bodily injury and death and limits of not less than \$1,500,000 for property damage liability. User Group shall procure and maintain in force legally required Statutory Minnesota Workers’ Compensation Insurance and provide evidence thereof to the City.

b. Insurance required by this Agreement shall be taken out and maintained in responsible insurance companies organized under the laws of the states of the United States and licensed to do business in the State of Minnesota. User Group shall provide Certificates of Insurance to the City evidencing the required insurance coverage. The insurance policies must be acceptable to the City Attorney and must include a 30-day written notice of cancellation, non-renewal, or material change provision in favor of the City. Except for worker’s compensation insurance and professional liability insurance policies (if any), the Certificates of Insurance shall name the City as an additional insured. Certificates showing that User Group is carrying the required insurance in the specified amounts shall be furnished to the City prior to the execution of this Agreement and certificates of insurance showing continued maintenance of all required insurance shall be provided to the City during the Term. The insurance policies shall provide that the policies shall not be changed or canceled during the Term without at least 30 days’ advance notice being given to the City.

c. The City reserves the right to require additional types of insurance and to increase the coverage limits of any required insurance, in its reasonable discretion.

d. The City does not represent or guarantee that the required types or limits of coverage are adequate to protect User Group’s interests and liabilities.

e. The City does not, by entering into this Agreement, intend to waive any legal immunities, defenses, or liability limits that may be available.

f. The City shall not be liable to User Group for any injury or damage resulting from any defect in the construction or condition of the Stadium, the Softball Fields or the Equipment, nor for any damage that may result from the negligence of any other person whatsoever.

8. HOLD HARMLESS AND INDEMNIFICATION.

a. User Group shall indemnify, save harmless, and defend the City and its officers, agents, servants, and employees from and against any and all claims, suits, loss, judgments, costs, damage, and expenses asserted by any person by reason of injury to or death of any and all persons, including employees or agents of the City or User Group, and including any and all damages to property to whomsoever belonging, including property owned by, used by, or in the care, custody, and control of User Group arising out of, related to or associated with the use or maintenance of the Stadium, the Softball Fields or the Equipment by User Group or performance of its obligations under this Agreement. Promptly after receipt by the City of notice of the commencement of any action with respect to which User Group is required to indemnify the City, the City shall notify User Group in writing of the commencement thereof, and, subject to the provisions of this Agreement, User Group shall assume the defense of such action, including

the employment of counsel satisfactory to the City and the payment of expenses. In so far as such action shall relate to any alleged liability of the City with respect to which indemnity may be sought against User Group, the City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, and the fees and expenses of such separate counsel shall be at the expense of User Group. This indemnification provision shall survive expiration or termination of this Agreement for any reason.

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

9. INDEPENDENT RELATIONSHIP.

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

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

10. RECORDS RETENTION.

User Group agrees to maintain all records relating to this Agreement during the Term and for six (6) years after termination or expiration of this Agreement.

11. GOVERNMENT DATA PRACTICES.

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

12. NOTICES.

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

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

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

13. CITY ACCESS.

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

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

c. User Group shall not make copies of any keys for the Stadium, the Softball Fields or the Equipment. All keys shall be promptly returned to the City upon termination or expiration of this Agreement. If keys are not returned, the City may rekey the applicable locks and collect payment from User Group for actual employee time and/or replacement costs.

14. TAXES.

User Group shall pay all licenses, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of User Group's use of the Stadium, the Softball Fields and the Equipment, including real property and sales taxes, if applicable. It is further agreed that the City may pay the same on behalf of User Group and immediately collect the same from User Group, or reduce any amount owed User Group by the City pursuant to this Agreement. User Group shall further be obligated to collect and/or pay any sales and use taxes imposed by any governmental entity entitled to impose such taxes on or before the date they are due and to file all required reports and forms in proper form related thereto on or before their due date.

15. GENERAL TERMS AND CONDITIONS.

a. User Group shall obey all laws, rules, and regulations applicable to its use of or occupancy of the Stadium, the Softball Fields and the Equipment and shall use its best efforts to insure that its players, coaches, employees and invitees so conform to such requirements. In addition, User Group shall procure at its expense all licenses and permits necessary for carrying out the provisions of this Agreement. The parties acknowledge that this Agreement is not a lease, and the relationship between the City and User Group is not that of a landlord and a tenant.

b. User Group shall not sublet the Stadium, the Softball Fields, the Equipment, or any part thereof, and will not assign this Agreement or any interest herein, nor permit this Agreement to become transferred by operation of law or otherwise, and no act or acts will be done or suffered whereby the same may be or become assigned in whole or in part.

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

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

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

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

h. This Agreement and its exhibits are the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon. This Agreement shall supersede all prior written and oral negotiations, understandings or agreements. The exhibits to this Agreement are as follows:

Exhibit A	Depiction of the Stadium
Exhibit B	Softball Fields 6 and 7
Exhibit C	User Group Schedule
Exhibit D	Usage Guidelines
Exhibit E	Incident Report Form
Exhibit F	Cancellation Policy
Exhibit G	Usage Fee Schedule

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

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

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

CITY OF DULUTH

INDEPENDENT SCHOOL DISTRICT
NO. 709

By: _____
Mayor

By: _____

Attest: _____
City Clerk

Printed Name: _____

Its: _____

Date Attest: _____

Dated: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

EXHIBIT A

WADE STADIUM
DULUTH, MN

- KEY
- A - Advertising Space
 - B - Playing Field
 - C - Stadium Grandstand
 - D - Joint Use Facilities
 - E - Storage Area
 - F - Huskie's Office Space
 - G - Visiting Team Clubhouse
 - H - Concession Area
 - I - Home Team Clubhouse

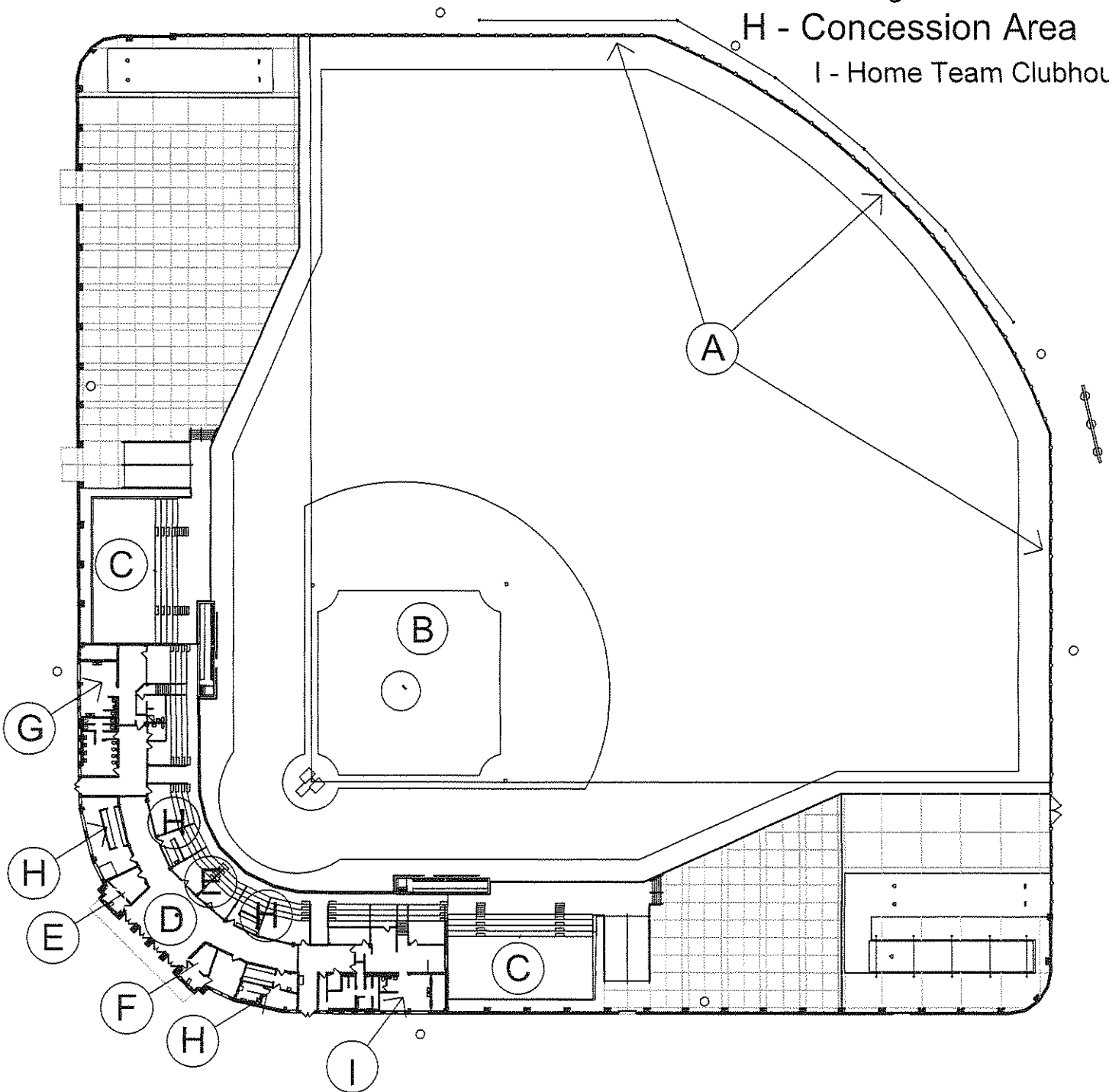
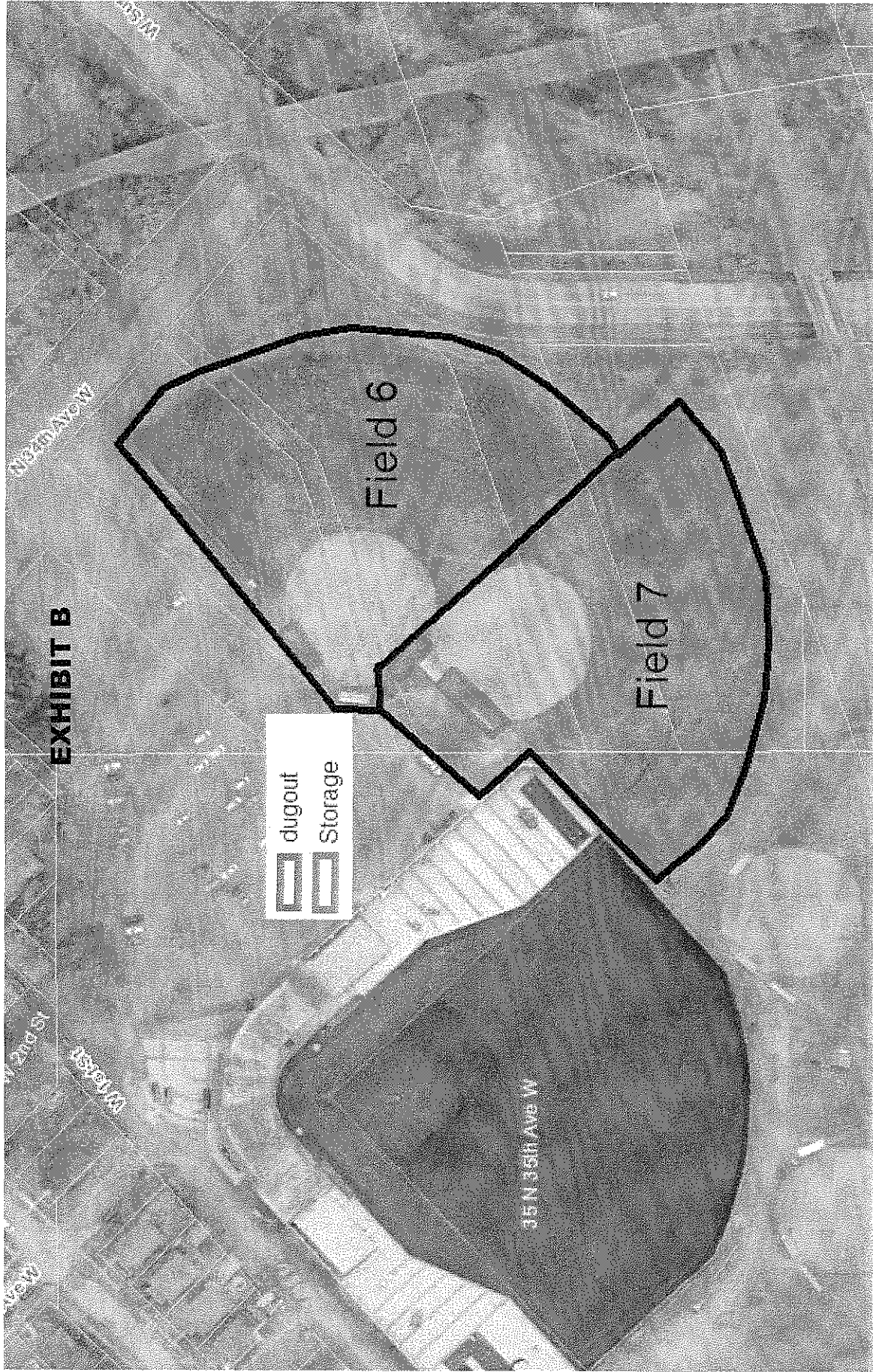


EXHIBIT B



Field 6

Field 7

35 N 35th Ave W

dugout
Storage

18320 Ave W

18320 Ave W

2nd St

18340 Ave W

18340 Ave W

EXHIBIT C

Denfield Baseball Invoice (Wade Stadium)

Date	Event	Time	Rate	Cost
3/23/2018	Practice	7:00-9:00p	\$85.00	\$170.00
3/26/2018	Practice	4:00-6:00p	\$85.00	\$170.00
3/29/2018	Practice	4:00-7:00p	\$85.00	\$255.00
4/3/2018	Practice	1:00-3:00p	\$85.00	\$170.00
4/5/2018	Practice	7:00-9:00p	\$85.00	\$170.00
4/6/2018	Practice	4:00-6:00p	\$85.00	\$170.00
4/11/2018	Game	4:00-6:00p	\$290.00	\$290.00
4/17/2018	Game	4:30-7:30p	\$290.00	\$290.00
4/13/2018	Practice	7:00-9:00p	\$85.00	\$170.00
4/16/2018	Practice	4:00-6:00p	\$85.00	\$170.00
4/19/2018	Practice	7:00-9:00p	\$85.00	\$170.00
4/20/2018	Game	4:30-6:30p	\$290.00	\$290.00
4/21/2018	Game	11:00-2:00p	\$265.00	\$265.00
4/23/2018	Practice	4:00-6:00p	\$85.00	\$170.00
4/27/2018	Practice	7:00-9:00p	\$85.00	\$170.00
5/2/2018	Practice	4:00-6:00p	\$85.00	\$170.00
5/7/2018	Game	4:30-7:30p	\$290.00	\$290.00
5/8/2018	Game	6:30-9:30p	\$290.00	\$290.00
5/9/2018	Practice	7:00-9:00p	\$85.00	\$170.00
5/10/2018	Game	4:30-7:30p	\$290.00	\$290.00
5/14/2018	Game	4:00-7:00p	\$290.00	\$290.00
5/16/2018	Game	4:30-7:30p	\$290.00	\$290.00
5/22/2018	Game	7:00-10:00p	\$290.00	\$290.00
5/23/2018	Practice	4:00-6:00p	\$85.00	\$170.00
5/24/2018	Game	3:30-6:30p	\$290.00	\$290.00
5/28/2018	Practice	4:00-6:00p	\$85.00	\$170.00
5/29/2018	Game	All day		
5/30/2018	Practice	4:00-6:00p	\$85.00	\$170.00
6/1/2018	Practice	4:00-6:00p	\$85.00	\$170.00
6/12/2018	Practice	4:00-6:00p	\$85.00	\$170.00
Total				\$4,695.00

Tentative date (conflict with potential Duluth Huskies/Mankato Moondogs game)

Denfield Softball Invoice (Wade 6 & Wade 7)

Date	Event	Time	Rate	Cost
4/14/2018	Varsity Game	11:00-12:30p	\$25.00	\$25.00
4/14/2018	JV Game	12:30p-2:00p	\$25.00	\$25.00
4/19/2018	Varsity Doubleheader	4:30-7:30p	\$25.00	\$25.00
4/19/2018	JV Doubleheader	4:30-7:30p	\$25.00	\$25.00
4/24/2018	Varsity Game	4:30-6:00p	\$25.00	\$25.00
4/24/2018	JV Game	4:30-6:00p	\$25.00	\$25.00
4/27/2018	Varsity Game	4:30-5:45p	\$25.00	\$25.00
4/27/2018	JV Game	5:45-7:30p	\$25.00	\$25.00
5/4/2018	Varsity Game	4:30-6:00p	\$25.00	\$25.00
5/4/2018	JV Game	4:30-6:00p	\$25.00	\$25.00
5/7/2018	Varsity Game	4:30-6:00p	\$25.00	\$25.00
5/8/2018	Varsity Game	4:30-5:45p	\$25.00	\$25.00
5/8/2018	JV Game	5:45-7:30p	\$25.00	\$25.00
5/10/2018	Varsity Game	4:30-6:00p	\$25.00	\$25.00
5/10/2018	JV Game	4:30-6:00p	\$25.00	\$25.00
5/18/2018	Varsity Game	4:30-6:00p	\$25.00	\$25.00
5/18/2018	JV Game	4:30-6:00p	\$25.00	\$25.00
Total				\$450.00

Baseball and Softball Total	
Baseball Total	\$4,920.00
Softball Total	\$450.00
Subtotal	\$5,370.00
Total	\$5,370.00

Denfield JV Baseball (Wheeler 5)

Date	Event	Time	Rate	Cost
4/12/2018	Game	4:30-6:00p	\$25.00	\$25.00
4/20/2018	Game	4:30-6:00p	\$25.00	\$25.00
5/7/2018	Game	4:30-6:00p	\$25.00	\$25.00
5/8/2018	Game	6:30-8:00p	\$25.00	\$25.00
5/10/2018	Game	4:30-6:00p	\$25.00	\$25.00
5/12/2018	Game	10:30-12:00p	\$25.00	\$25.00
5/16/2018	Game	4:30-6:00p	\$25.00	\$25.00
5/21/2018	Game (Wade 6)	4:30-6:00p	\$25.00	\$25.00
5/24/2018	Game	3:30-5:00p	\$25.00	\$25.00
Total				\$225.00

EXHIBIT D

WADE STADIUM USAGE GUIDELINES

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

PRACTICE/BATTING PRACTICE/INFIELD DRILLS

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

FOOTWEAR

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

FOOD & BEVERAGES

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

FIELD CARE

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

WASTE/CLEAN-UP

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

EXHIBIT E**City of Duluth Incident/Injury Report**

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

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

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

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

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

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

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

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

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

Names and phone numbers of witnesses:

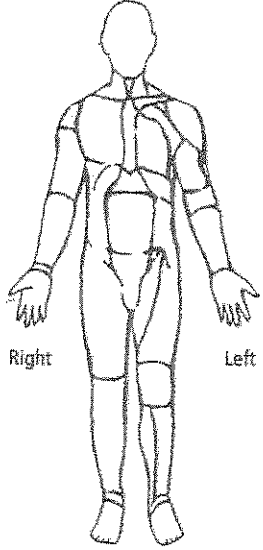
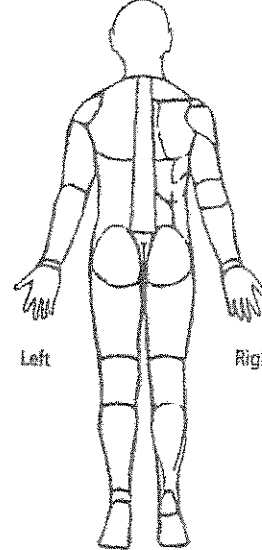
Incident was a result of: safety violation machine malfunction product defect motor vehicle accident N/A

Supervisor comments:

What actions have been taken to prevent recurrence?

EXHIBIT E

City of Duluth Incident/Injury Report

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

COMPLETE FOR VEHICLE, EQUIPMENT, OR PROPERTY DAMAGE

For vehicle accidents: Attach sketch and additional information of how vehicle accident occurred.
 Include street names, direction of travel, locations of vehicles, objects and traffic control devices (↑ North)

Incident Location: _____		Time of incident: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	
Police called: <input type="checkbox"/> Yes <input type="checkbox"/> No		Police Traffic Accident Report ICR #: _____	
City vehicle, property, or equipment involved	Description: _____		
	Vehicle #: _____	Make/Model: _____	Year: _____
	Describe damage: _____		
Non-city vehicle, property, or equipment involved	Owner full name: _____		<input type="checkbox"/> Driver <input type="checkbox"/> Passenger <input type="checkbox"/> Other
	Owner address: _____		
	Owner phone number: _____	Vehicle license #: _____	
	Make/Model: _____	Color: _____	Year: _____
	Describe damage: _____		
Weather conditions:	Roadway conditions:	Light conditions:	Approximate temperature: _____ °F
<input type="checkbox"/> Clear <input type="checkbox"/> Wind	<input type="checkbox"/> Dry <input type="checkbox"/> Mud	<input type="checkbox"/> Night	Estimated speed: _____ mph
<input type="checkbox"/> Rain <input type="checkbox"/> Cloudy	<input type="checkbox"/> Wet <input type="checkbox"/> Paved	<input type="checkbox"/> Day	Vehicle: <input type="checkbox"/> Loaded <input type="checkbox"/> Empty
<input type="checkbox"/> Fog <input type="checkbox"/> Sleet	<input type="checkbox"/> Snow <input type="checkbox"/> Unpaved	<input type="checkbox"/> Good	What was load: _____
<input type="checkbox"/> Snow	<input type="checkbox"/> Ice	<input type="checkbox"/> Poor	Drug and/or alcohol test? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

The Incident/Injury Form should be printed and signed by supervisor and employee. Completed forms can be scanned to accidentreporting@duluthmn.gov.

Supervisor Signature: _____

Date: _____

Employee Signature: _____

Date: _____

EXHIBIT F

Cancellation Policy Wade Stadium and Wheeler Field Athletic Complex

Inclement Weather Field Closures

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

Payments/Refund Policy

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

General Refund Criteria

Type Of Refunds:

Refund

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

100% refund

Use of facilities/field rental cancelled by User Group.

Refund to be issued:

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

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

100% refund

Cold Weather Game Day Policy:

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

EXHIBIT G

Spring Rental Rates

(March 1-June 11)

2-7 INNINGS

Double Header	\$400.00
Single Game	
Day	\$215.00
Evening (begins at 3:30PM)	\$240.00

9 INNINGS

Double Header	\$490.00
Single Game	
Day	\$265.00
Evening (begins at 3:30PM)	\$290.00

<u>All Day Tournament</u>	\$580.00
<u>Per Hour</u>	\$85.00

Summer Rental Rates

(June 12-October 31)

2-7 INNINGS

Double Header	\$265.00
Single Game	
Day	\$140.00
Evening (begins at 5:00PM)	\$155.00


9 INNINGS

Double Header	\$300.00
Single Game	
Day	\$165.00
Evening (begins at 5:00PM)	\$190.00

<u>All Day Tournament</u>	\$500.00
<u>Per Hour</u>	\$65.00

Memorandum

To: Doug Hasler, CFO/Executive Director of Business Services

From: Dave Spooner 
Manager of Facilities

Date: March 19, 2018

Re: Annual Extension for Quote #4259 District-Wide Flooring Installation Labor

Quote #4259 District-Wide Flooring Installation Labor was previously approved by the School Board with the option to extend for two additional one-year periods if the amount was determined to be acceptable by the Director of Business Services and the Manager of Facilities.

Quote #4259 – EXTENSION District-Wide Flooring Installation Labor
Second Year of Contract (First of Two Renewable Years)
Johnson's Carpet One – Total Annual cost estimated at \$6,300.00

Recommendation

I recommend approval of the Quote #4259 – EXTENSION District-Wide Flooring Installation Labor. After review and if you concur, please sign both copies and return them to the Facilities Management office for processing. A yearly cost comparison is attached for each contract for your reference.

Attachments

COMPARISON
FLOORING INSTALLATION LABOR
 July 1, 2018 through June 30, 2019

		FY19	FY18	FY17	FY16	FY15	FY14	FY13
	change	Quote #4259	Quote #4259	Quote #4168	Quote #4168	Quote #4168	Quote #4077	Quote #4077
	from FY18	2nd Year	Quote #4259	3rd Year	2nd Year	Quote #4168	3rd Year	2nd Year
Hourly Rate	1.7%	\$63.00	\$61.95	\$55.17	\$55.17	\$54.62	\$54.62	\$53.71
Total Annual Amount of Quote	1.7%	\$6,300.00	\$6,195.00	\$5,517.00	\$5,517.00	\$5,462.00	\$5,462.00	\$5,371.00

CONTRACT

FLOORING INSTALLATION LABOR

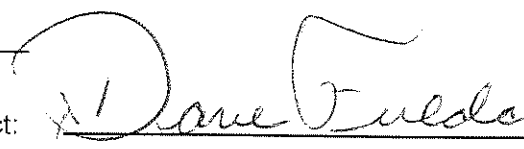
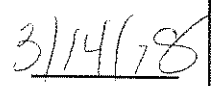

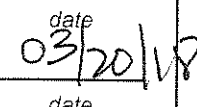
Quote #4259

Second Year of Contract (First of Two Renewable Years)
 for the period of July 1, 2018 through June 30, 2019 (FY19)
 Independent School District No. 709

Contractor:	Johnson's Carpet One		
Contact:	Richard Meyer		
Address:	5611 Grand Avenue, Duluth, MN 55807		
Phone:	218-628-2249	fax 218-628-2132	
Correspondence Email Address:	KSeverin@Johnsoncarpetone.com		
Emergency Contact & Phone Number:	Kyle Severin 218-628-2249		

	FY18 <i>First Year</i>	FY19 Second Year	FY20 <i>Third Year</i>
REGULAR HOURLY RATE			
INSTALLER	\$61.95	\$63.00	

(1.7% increase over FY18 contract)

Insurance Received:	_____		
Acceptance of 2018/2019 Contract:	 <small>signature</small>	 <small>date</small>	
ISD 709, Doug Hasler	 <small>signature</small>	 <small>date</small>	

Date: March 14, 2018

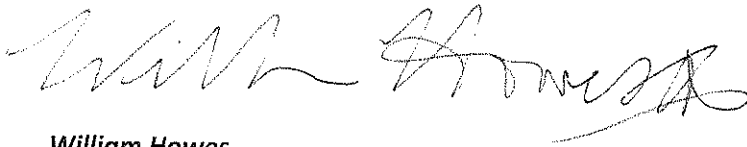
To: Doug Hasler - Director of Business Services

From: William Howes
Coordinator - Office of Education Equity

Subject: **Amendment to Contractor Agreement with Brigette Eckwood**

Refer to *Brigette Eckwood Agreement of February 8, 2018*

We are requesting to increase the "not to exceed" amount within the existing contract from \$350.00 to \$800.00 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.



William Howes
Coordinator - Office of Education Equity

OK
DH
03/16/18

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 13.03-13.04) 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.

Brian E. Egan _____ 2/9/18
Contractor Signature SSN/ Tax Identification Number Date

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

[Signature] _____ 2/9/18
Program Director Date

[Signature] _____ 2/9/18
Director of Curriculum and Instruction Date

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



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

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **March 23, 2018** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Lester Park 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 7 days.
 2. The AGENCY shall perform these services at: **5300 Glenwood St, Duluth, MN 55804.**
 3. The approximate date the service will begin is, **April 18, 2018** and shall not extend beyond **May 30, 2018**; the contract not to exceed a total of **7 Days** (1 Days per Week) and a total cost up to **\$130.00** (\$130.00 - 1 time 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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6 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

Douglas G. Hark
C.F.O. Executive Director of Business Services

Date 03/30/18

Special Services Department

215 N. 1st Ave. East

Duluth, MN 55802

By *Justie Ward*
Director

UNIVERSITY OF MINNESOTA

FOURTH AMENDMENT TO USE AND SERVICES AGREEMENT

THIS FOURTH AMENDMENT TO USE AND SERVICES AGREEMENT (the “**Amendment**”) is entered into as of the date of last signature below by and between Regents of the University of Minnesota, a Minnesota constitutional corporation (the “**University**”), and Duluth Public Schools ISD 709, a Minnesota public school district (“**Licensee**”).

WHEREAS, University and Licensee entered into a Use and Services Agreement dated September 3, 2014, as amended by a First Amendment dated March 30, 2015, a Second Amendment dated March 22, 2016 and a Third Amendment dated February 27, 2017 (the “**Agreement**”), providing for Licensee’s use of the Robert F. Pierce Speech-Language-Hearing Clinic (the “**Clinic**”) on the Duluth campus for the sole purpose of conducting audiological testing and assessments of Licensee’s clients; and

WHEREAS, University and Licensee desire to further amend the Agreement in accordance with the terms and conditions of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. The above recitals are incorporated into and are a part of this Amendment. All capitalized terms not defined in this Amendment will have the meaning given them in the Agreement.
2. Pursuant to Section 3.2 of the Agreement, Licensee desires to renew this Agreement for the annual term beginning July 1, 2018 and ending June 30, 2019, and University consents to such renewal.
3. University shall continue to have the right at each annual renewal to increase the License Fee and the fees for calibration services, secretarial services, photocopying services and the \$2.00 charge for each of Licensee’s clients served in the Clinic. University shall provide the amount of any increased fee to Licensee upon acceptance of Licensee’s request to renew.
4. The License Fee for the annual renewal beginning July 1, 2018 will be \$121.55 per month and the Calibration Fee will be \$291.67 per month. The Fee for Secretarial Services \$517.63 per month. All other fees remain unchanged.
5. The University will provide limited or no secretarial services when the clinic secretary is ill or on vacation, or during University scheduled holidays or breaks.
6. Licensee’s use of the Clinic and services provided by University continues to be subject to all applicable University policies, procedures, rules and regulations, including the Safety of Minors policy.

7. Except as modified by this Amendment, all terms and conditions of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, University and Licensee hereby execute this Amendment on the day and year written below.

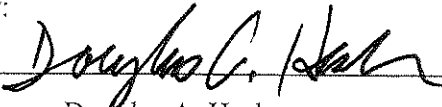
Regents of the University of Minnesota

Duluth Public Schools ISD 709

By:

By:

Name: Jon Dostal
Title: Assistant Director
Leasing & Facility Management


Name: Douglas A. Hasler
Title: CFO

Date:

Date: 03/23/18
