

AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of December , 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Dr. Angela Broeker , an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of December 22, 2016 , and shall remain in effect until January 21, 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.** Dr. Angela Broeker will plan, prep and present two, one-hour workshop sessions for regional choir teachers on January 21, 2017 at East High School. Presentation fee and expenses will be paid from the NE MN Regional Perpich Grant funds.
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 \$ 850.00 (\$450.00 - presenter fee, \$200.00 -hotel, \$175.00 - mileage, \$25.00 - meals___). 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 _____, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States mail _____ (mailing address including Zip Code)

711 Wilder St. S., St. Paul, MN 55116

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.

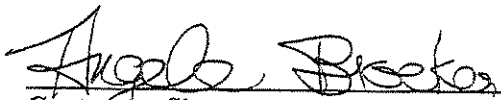



17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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.

| | | |
|---|-------------------|----------|
|  | _____ | 1/3/16 |
| Contractor Signature | SSN/Tax ID Number | Date |
|  | _____ | 12/22/16 |
| Program Director | _____ | Date |
|  | _____ | 1/5/17 |
| Director of Curriculum and Instruction | _____ | Date |
|  | _____ | 1/2/17 |
| CFO/Director of Business Services/Superintendent of Schools | _____ | Date |

AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of December, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Jay Broeker, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of December 22, 2016, and shall remain in effect until January 21, 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.** Jay Broeker will plan, prep and present two, one-hour workshop sessions for regional elementary/general music teachers on January 21, 2017 at East High School. Presentation fee and expenses will be paid from the NE MN Regional Perpich Grant funds.
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 \$ 475.00 (\$450 -presenter fee, \$25 - meal(s)). 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 _____, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States mail _____ (mailing address including Zip Code)

711 Wilder Street S Saint Paul MN 55116

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.

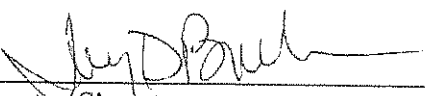
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.


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.


 _____ Date 9 Jan 2017
 Contractor Signature SSN/Tax ID Number


 _____ Date 12/22/16
 Program Director


 _____ Date 1/18/17
 Director of Curriculum and Instruction


 _____ Date 1/23/17
 CFO/Director of Business Services/Superintendent of Schools

AGREEMENT

THIS AGREEMENT, made and entered into this day of January 16, 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Julian Kitto, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 16, 2017 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 a culturally based performance of Ojibwe style dancing and other dances and customs present at powwows. The purpose of this cultural presentation is to provide an understanding for the school of the dancers / dances and significance of the powwow in American Indian Culture for DPS students through the American Indian Education Department. Fee for cultural presentation will be \$50:00 (Fifty Dollars) per person / 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 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: Julian Kitto
3 Sunrise Dr. Cloquet MN, 55720

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

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

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

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

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

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

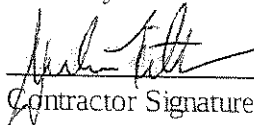
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

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

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



Contractor Signature

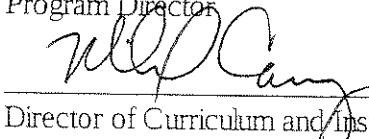
SSN/ Tax Identification Number

1/19/17
Date



Program Director

1/20/17
Date



Director of Curriculum and Instruction

1/26/17
Date



Director of Business Service / Superintendent of Schools

1/26/17
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of January, 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Dr. Dave Schmalenberger, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 18, 2017, and shall remain in effect until January 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.**

Dr. Dave Schmalenberger will plan, prepare and present two sessions at a NE MN Regional Perpich Grant Band workshop on Saturday, January 28, 2017. Session description and cost information is attached to this 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 \$ 3450.00 (\$400.00 - presenter fees and \$50 - mileage compensation paid from the NE MN Regional Perpich Grant). 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 _____, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States mail _____ (mailing address including Zip Code).

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

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

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

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

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

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.05-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.


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


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

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

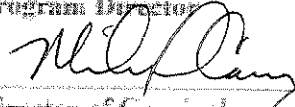
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under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


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


Contractor Signature _____ SSN/Tax ID Number _____ Date 1-26-17



Program Director _____ Date 1/18/17


Director of Curriculum and Instruction _____ Date 1/26/17


CIO/Director of Business Services/Superintendent of Schools _____ Date 1/26/17

January 9, 2017

Blake Peterson
c/o Perpich Center for the Arts Regional Grant Committee for North Eastern Minnesota

To Whom It May Concern:

On Saturday, January 28th, I agree to present two 1-hour workshops for the North Eastern Minnesota "in service" session. The focus of these sessions will be:

- 1) to lead a discussion about traditional West African Drumming and how to use it in the Drumming Ensemble/General Music setting for 6-12 graders.
- 2) percussion basics and general information that band directors should know (i.e. percussion technique "brush-up").

I will bring the appropriate African drums, bells, and rattles for a hands-on demonstration of West African drumming grooves. I will also bring auxiliary Band/Orchestra percussion instruments and implements (i.e. smaller instruments that may not be available on-site) to demonstrate various techniques and concepts.

It is understood that these two sessions will occur sometime between 8:30 a.m. and 1:00 p.m. on January 28th.

Compensation:

- \$200 for the African workshop/discussion
- \$200 for the "percussion basics" workshop/clinic
- \$50 for mileage/travel time
- lunch provided on-site

Thank you very much.



Dr. David Schmalenberger
david.schmalenberger@mccaullysmith.edu

1-9-17
January 9, 2017

AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of January, 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Together for Youth, Lutheran Social Services (LSS) of Minnesota, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.**

This Agreement shall be deemed to be effective as of January 27, 2017, and shall remain in effect until January 27, 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.**

Contractor will provide training on the topic of Gender Identity and Gender Expression for Duluth Public Schools District Staff as part of a Staff Development Day opportunity on January 27th, 2017. This opportunity will be for three (3) presentations, 120 minutes each, and will be at the following locations and times:

7:30 am - 9:30 am, Lincoln Park Middle School, 3215 W 3rd St, Duluth, MN

10:15 am - 12:15 am, Denfeld High School, 401 North 44th Avenue West, Duluth, MN

1:30 pm - 3:30 pm, East High School, 301 N 40th Ave E, Duluth, MN

3. **Reimbursement.**

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services in performing said obligations for the sum not to exceed \$500 (five hundred and 00/100) for all three presentations. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

4. **Requests for Reimbursement.**

Contractor must submit billing within 14 days of the Staff Development Day and will be paid within 30 days of receiving the invoice.

5. **Propriety of Expenses.**

The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be

construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

6. Relationship.

It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. Notices.

All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of : Dr. Michael Cary, Director of Curriculum and Instruction, 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: Kathy Hermes, Lutheran Social Services of MN, 424 West Superior Street, Suite 204, Duluth MN 55802.

9. Assignment.

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

10. Governing Laws.

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

11. Entire Agreement.

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

12. Cancellation.

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

13. Data Practices.

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

14. Insurance. (If applicable)

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.

Kathy Hermes 1-13-17
Kathy Hermes, Together for Youth, Program Coordinator LSS Date

SSN/Tax Identification Number

Ron Lake 1-11-17
Ron Lake, Climate Coordinator Date

Michael Cary 1/18/17
Dr. Michael Cary, Director of Curriculum and Instruction Date

Joseph A. Harlan 1/23/17
Director of Business Services/Superintendent of Schools Date

AGREEMENT

THIS AGREEMENT, made and entered into this 10 day of January , 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Jenna Udenberg , 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 1/10/17 , and shall remain in effect until 1/21/17 , 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.** (insert programs or services to be performed by contractor)
Jenna Udenberg will plan, prepare and present one workshop session on Saturday, January 21, 2017 at East High School. The session will provide training to regional music teachers in Technology Integration & Curriculum for the NE MN regional Perpich Grant.
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 \$ 150.00 (\$125.00-session presenter & \$25 mileage) paid from the NE MN Regional Perpich Grant. 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 _____, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States mail _____ (mailing address including Zip Code) 505 1st Ave Apt 205

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.

Two
Hawbars
MN
55616

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.

Jenna Uduberg _____ 1/18/17
Contractor Signature SSN/Tax ID Number Date

D. Kenick

Program Director 1/10/17
Date

[Signature] _____ 1/18/17
Director of Curriculum and Instruction Date

Joseph A. Hahn _____ 1/23/17
CFO/Director of Business Services/Superintendent of Schools Date

AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of January, 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and LaVenda Vann , 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 6th, 2017, and shall remain in effect until May 26th, 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.** Duluth East Leading Ladies Mentoring Program at (East High School) Duluth East Leading Ladies (DELL) is an empowerment/mentoring session provided for high school girls at East. The unique program utilizes a group mentoring model. The activities range from workshops and focus groups to social and cultural field trips. The workshops focus on five main areas: 1. Positive Self Identity and Self Esteem 2. Personal Vision and Goals 3. Social and Emotional Skills 4. Moral Character 5. Academic Success and Work Ethic. The contractor will provide DELL for female students ages 13-18 during lunch periods each day (30-minute sessions) and as a weekly after-school program (1-hour sessions). Overall goals are to increase high school graduation and college acceptance, increase career preparation readiness, improve overall attendance, reduce high school pregnancy and suspension rates. The framework is built around the research-based 40 developmental assets curriculum such as Empowerment, Boundaries and Expectations, Constructive Use of Time, Commitment to learning, Positive Values, Social Competencies, and Positive Identity.

3. **Background Check .**

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 at \$15.00/hour for a maximum of 6 hours/week for 14 weeks of services for performing said obligations up to a sum not to exceed \$1,300.00 (Thirteen-hundred and no/100 dollars). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State

obligations. This Agreement will not be approved unless TIN is provided.

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

- a. Payment shall be made by the District 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: LaVenda Vann 309 East 6th street Duluth, Mn 55805 Phone: (218) 340-6696

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.

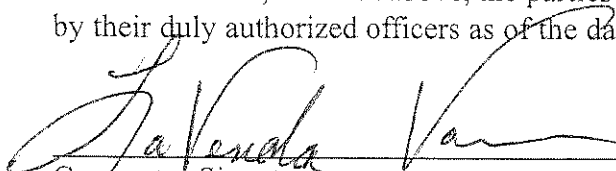
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

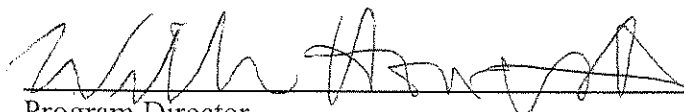
Workers' Compensation Insurance: Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

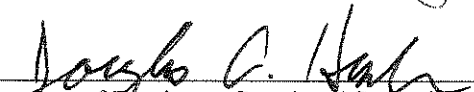
AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

 _____
Contractor Signature SSN/ Tax Identification Number 1-13-17
Date

CAL HARRIS - EAST AC
Initiator - (Contact with questions) _____
Date

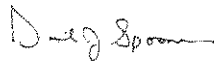
 _____
Program Director 1/18/17
Date

 _____
Director of Curriculum and Instruction 1/18/17
Date

 _____
Director of Business Service / Superintendent of Schools 1/23/17
Date

Memorandum

To: Doug Hasler
Director of Business Services

From: Dave Spooner 
Manager of Facilities

Date: January 16, 2017

Re: ARI Proposal #16-153 Phase 1 Professional Services - Rockridge School Renovation

Attached are two copies of an Agreement with Architectural Resources Inc, to perform work as defined in Phase 1 of the attached proposal, performing the following:

- Prepare Facility Space Program for Reutilization of Rockridge School.
- Determine Existing Facility Conditions.
- Review Codes and Rules for Planned Use.
- Develop Project to the Schematic Design Phase (SD).

Phase 1 fees are based on an hourly rate not to exceed basis. Should this project proceed to Phase 2, the District will then proceed to negotiate with ARI a lump sum or percentage based contract.

Recommendation:

I am recommending that the Director of Business Services enter into an agreement with ARI to perform the work scope as defined in Phase 1 of the attached proposal on an hourly fee basis not to exceed \$10,000.

Attachments



January 13, 2017

Mr. Dave Spooner
Duluth School District ISD #709
215 N 1st Avenue East
Duluth, MN 55802

**Professional Services Proposal
Rockridge School Renovation
ARI Project #16-153**

Dave:

Architectural Resources, Inc. (ARI) is pleased to submit the following proposal for Architectural and Engineering Services for the Rockridge School Renovation located at 4849 Ivanhoe St. in Duluth, Minnesota.

ARI's proposal is based upon our meeting at the ISD #709 District offices on January 5, 2017.

Project Understanding

- ISD #709 wishes to repurpose Rockridge Elementary to house the Woodland Hills Academy currently located at Cobb School.
- Current enrollment is approximately ninety-three (93) students in grades 9-12.
- Each class is approximately eight to nine (8-9) students of varying grade - classes grouped by house.
- ISD #709 wishes to minimize reconfiguration to optimize project spending.
- Facility to be licensed by the State of Minnesota as residential treatment and further definition to be provided by ISD #709 and Woodland Hills Academy - License may take up to six (6) months for approval.
- Facility intended to utilize a one-to-one technology model.
- Food service to be limited to warming kitchen only with offsite food preparation.
- Program would ideally be relocated to allow use in September 2017. Timeline may be unrealistic due to project scope and licensing timeline.
- ISD #709 has shared a facilities condition and needs report prepared in 2006 by Johnson Controls, Inc. with consultants. The report is to assist ARI in determining project scope and required repairs.
- In addition to facility issues identified in the facility report, site stormwater management should be reviewed and addressed.
- The facility has been vacant since 2011.
- ISD #709 has existing drawings which will be shared with ARI for our use.
- A project budget has not been determined but is to be defined as part of this project.

Proposed Scope of Work

- Prepare Facility Space Program
 - Meet with user groups to define space needs.
 - Understand student needs and educational delivery.
 - Determine required spatial adjacencies.

ARCHITECTURAL RESOURCES INC

704 East Howard Street | Hibbing, MN 55746
Tel: 218.263.6868 | Fax: 218.722.6803

126 East Superior Street | Duluth, MN 55802
Tel: 218.727.8481 | Fax: 218.727.8483

www.arimn.com

PROFESSIONAL SERVICES PROPOSAL

Rockridge School Renovation

ARI Project # 16-153

January 13, 2017

Page 2 of 3

- Identify licensing requirements
- Existing Facility Conditions
 - Review previous study and list prepared by ISD #709.
 - Visit facility and site to update the report and identify additional required maintenance/improvements.
 - Document findings.
- Codes and Rules
 - Review building, fire, electrical, HVAC and plumbing code requirements as they pertain to the project. No change in use is anticipated.
 - Review for accessibility deficiencies
 - Identify licensing requirements that pertain to the facility.
 - Prepare summary of findings.
- Schematic Design (SD)
 - Prepare up to three (3) graphic options (Floor Plans) identifying potential use of space and required upgrades for ISD #709 review.
 - Prepare itemized budget for options - identify items eligible for long-term facility maintenance funds.
 - Refine one (1) option for final Schematic Design approval.
 - Present SD to District Administration and staff if requested by ISD #709.
- ARI will conduct and document meeting to complete the scope as identified.

Proposed Fee

Phase I

ARI proposes to perform these services on an hourly basis with total compensation not to exceed \$10,000. ARI anticipates fee in the range of \$6,000 to \$8000 (six to eight thousand dollars) with fee per attached hourly rate schedule.

ARI's fee includes all expenses related to travel, meals, and reproduction.

The fee as outlined in this proposal is based on the project scope as indicated herein. If the project scope changes, we reserve the right to adjust our fees accordingly. Any changes in scope and fee would receive your review and approval prior to proceeding.

Phase II

Upon completion of the services in Phase I outlined in this proposal, at the request of ISD#709, ARI will negotiate a lump sum or percentage based contract to complete the project scope as defined during Phase I.

Please review this proposal and do not hesitate to call with any questions or if you require additional information.

Respectfully,

ARCHITECTURAL RESOURCES, INC.



ARCHITECTURAL RESOURCES INC

704 East Howard Street | Hibbing, MN 55746
Tel: 218.263.6868 | Fax: 218.722.6803

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PROFESSIONAL SERVICES PROPOSAL

Rockridge School Renovation

ARI Project # 16-153

January 13, 2017

Page 3 of 3

Ryan Erspamer, Architect

ARCHITECTURAL RESOURCES INC

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126 East Superior Street | Duluth, MN 55802
Tel: 218.727.8481 | Fax: 218.727.8483

www.arimn.com



Hourly Fee Schedule 2016

| | |
|-------------------------------|-------|
| Senior Principal | \$180 |
| Principal | \$160 |
| Project Lead | \$140 |
| Senior Engineer | \$115 |
| Architect | \$115 |
| Landscape Architect | \$115 |
| Business Development Director | \$115 |
| Technology Consultant | \$100 |
| Certified Interior Designer | \$95 |
| Senior Designer | \$95 |
| Project Engineer | \$95 |
| Construction Administrator | \$85 |
| Business Manager | \$80 |
| Designer | \$75 |
| Marketing Director | \$70 |
| Project Technician | \$60 |
| Administrative Assistant | \$55 |

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www.arimn.com

AGREEMENT

THIS AGREEMENT, made and entered into on the 16th day of January, 2017, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and Architectural Resources Inc., 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 January 16, 2017 and shall remain in effect until project is complete, 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.** Provide architectural and engineering services for the Rockridge School Renovation located at 4849 Ivanhoe St. in Duluth, Minnesota. Phase I services to be provided on an hourly basis with total compensation not to exceed \$10,000.00. Fee includes all expenses related to travel, meals and reproduction. Phase II services and fees will be negotiated at the completion of Phase I with either a lump sum or percentage based contract based on the determined project scope.
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Contractor's Quote;
 3. Contractors Insurance Policy;
 4. Supplementary Conditions and Insurance Requirements; and
 5. Any other documents identified by ISD 709.
4. **Background Check.** N/A
5. **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 up to a sum not to exceed \$10,000.00. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.
6. **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.

7. **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.

8. **Ownership of Materials.** ISD 709 reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

9. **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.

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

10. **Indemnity and defense of 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.

11. **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 J. Spooner, ISD 709, Duluth Public Schools, 215 North 1st 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: Architectural Resources Inc.

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

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

14. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota without regard to conflict of laws considerations.

15. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of ISD 709. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

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

The Regulations of ISD 709 are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

16. **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.

17. **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.

18. **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.

19. **Insurance.** 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:

20. **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.

21. **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. ISD 709 shall be named an additional insured under said policy and proof of this insurance shall be provided to ISD 709. This insurance shall be in at least the amount of \$1,500,000.

22. **Bonding.** Contractor shall provide such Payment and Performance Bonds as may be required, if any.

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

| <u>ISD 709 Employee</u> | <u>Position</u> |
|-------------------------|-------------------------------|
| Douglas A. Hassler | Director of Business Services |

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

| <u>ISD 709 Employee</u> | <u>Position</u> |
|-------------------------|-----------------------|
| David J. Spooner | Manager of Facilities |

24. **Protection of ISD 709.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

25. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

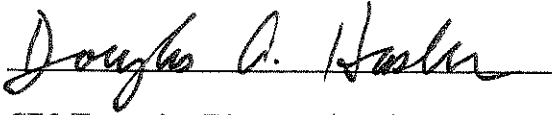
At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

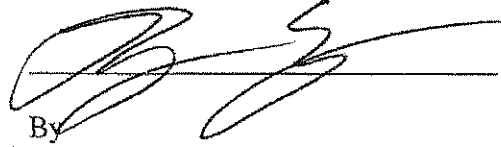
AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR



CFO/Executive Director of Business Services


By

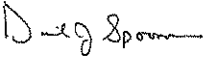
ARCHITECT/PRINCIPAL

Title

41-0988307 FEDERAL
Taxpayer Identification Number

Memorandum

To: Doug Hasler
Director of Business Services

From: Dave Spooner 
Manager of Facilities

Date: January 23, 2017

Re: City of Duluth RRFB Agreement – EHS Crosswalk Safety Improvements

Attached are two copies of an Agreement with the City of Duluth, to perform work as defined in the attached agreement:

The City of Duluth and ISD 709 have jointly reviewed, agreed, and determined that to address the unsafe crosswalk condition, both parties will jointly share and split equally in the costs to install a RRFB as per attached Agreement and Exhibits. The estimated cost to ISD 709 is approximately \$10,000.00.

Recommendation:

I am recommending that the Director of Business Services enter into an agreement with the City of Duluth to perform the work scope as defined in the attached Agreement and Exhibits.

Once this project is complete, the City of Duluth will provided certified costs incurred by the City of Duluth, and ISD 709 does agree to pay the City of Duluth within 20 days one half of the certified cost.

Attachments

**RRFB AGREEMENT
40TH AVENUE EAST & LUVERNE STREET
ISD 709**

THIS AGREEMENT, effective as of the date of attestation thereto by the City Clerk, by and between the CITY OF DULUTH, a municipal corporation created and existing under the laws of the State of Minnesota, hereinafter referred to as "City" and INDEPENDENT SCHOOL DISTRICT No. 709, an independent school district under the laws of the State of Minnesota, hereinafter referred to as "709".

WHEREAS, 709 is the owner of certain property on the west side of 40th Avenue East between Superior Street and Lombard Street in the City of Duluth, County of St. Louis, State of Minnesota, which property is occupied by East High School, hereinafter referred to as the "High School Property" and

WHEREAS, 709 owns certain property located on the southeast corner of said 40th Avenue East and Luverne Street used by 709 for vehicular parking to serve the needs of East High School, hereinafter referred to as the "Parking Lot Property"; and

WHEREAS, 40th avenue East adjacent to the High School Property and the Parking Lot Property is a heavily-traveled local thoroughfare, especially during times coinciding with the opening and closing of the school day, during which times street traffic and school traffic poses a t hazard to pedestrian traffic crossing said street between the High School Property and the Parking Lot Property; and

WHEREAS, City and 709 have jointly reviewed said situation and determined that to address this condition said parties will cooperatively have a Rectangular Rapid Flashing Beacon, as described in and temporarily approved by the Federal Highway Administration's Memorandum IA-11 dated July 16, 2008, hereinafter referred to as an "RRFB", constructed and installed to enhance the existing crosswalk at that location, as shown and identified on Exhibit A attached hereto and made a part hereof; and

WHEREAS, City and 709 are willing to agree to each pay one-half of the cost of the construction and installation of the RRFB at that location; and

WHEREAS, City is willing to construct, install and maintain such improvements under the terms and conditions hereinafter set forth.

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

Article I.

Definitions

The following terms and phrases shall have the meanings hereinafter ascribed to them:

- A. Engineer: shall mean the Duluth City Engineer or such other person as he or she may have designated from time to time in writing.
- B. Plans: shall mean the plans and specifications on file in the office of the Engineer for the Project.
- C. Project: shall mean the construction and installation of the RRFB at the location shown on Exhibit A, all as shown on the Plans.

ARTICLE II

Plans

- A. Plans
709 hereby acknowledges that it has reviewed the Plans as herein defined, that 709 has consulted with and received any necessary advice from design professions they deem necessary for review of the Plans and hereby approves the Plans and agrees to pay, as hereinafter provided, for 709's share of the costs of constructing the Project in substantial conformance therewith, subject to Paragraph B below.
- B. Changes After Initial Approval
At any time, he or she shall determine it reasonably necessary or advantageous to the City to do so, the Engineer may change or cause to have changed the Plans without the prior consent or approval of the 709 as long as such changes do not have a material deleterious effect on the ability of the Project to serve the needs of the 709.

ARTICLE III

City Construction Obligations

City hereby agrees that, upon the signing of this Agreement, it will construct or cause to be constructed the Project. City agrees to use its best efforts to cause construction of the Project to be completed prior to March 1, 2017 but City shall have no liability to 709 or any other person or entity if, despite such best efforts, City is unable to complete said construction by said date. In such event City will proceed to cause construction of the Project to be completed as soon as it can reasonably do so, subject to reasonable legal and practical constraints.

ARTICLE IV

Costs of Project

Upon completion of the Project the City Engineer will certify to 709 the costs incurred by the City in construction of the Project. Within Twenty (20) days of the Engineer transmitting the certified costs of the Project to 709, 709 agrees that it will pay to the City one-half (1/2) of the costs so certified. Funds paid to City hereunder shall be deposited in Fund ~~411-035-5530-1609~~

550-120-4654-02

ARTICLE V

General Defaults by 709 and Remedies Therefore

A. General Events of Default

The following shall be deemed to be general events of default by 709 under the terms and conditions of this Agreement to which the remedies set forth in Subparagraph 2 below shall be applicable as otherwise set forth in this Agreement: 709 shall fail to make the payment in a timely manner and in full as provided for herein.

B. General Remedies

Except as otherwise set forth in this Agreement, City shall have the following remedies in the event of a default by 709:

1. Seek and be entitled to monetary damages, including consequential damages from 709 for any damages, including consequential damages incurred by City as a result of 709's default.
2. Seek and be entitled to injunctive or declaratory relief as is necessary to prevent 709's violation of the terms and conditions of this Agreement or to compel 709's performance of its obligations hereunder.
3. Seek such other legal or equitable relief as a court of competent jurisdiction may determine is available to City.

C. Non-Waiver

The waiver by City of any default on the part of 709 or the failure of City to declare default on the part of 709 of any of its obligations pursuant to this Agreement shall not be deemed to be a waiver of any subsequent event of default on the part of the defaulting party of the same or of any other obligation of the defaulting party hereunder. And, to be effective, any waiver of any default by the defaulting party hereunder shall be in writing by the non-defaulting party.

D. Remedies Cumulative

Except as specifically set forth herein, the remedies provided under this Agreement shall be deemed to be cumulative and non-exclusive and the election of one remedy shall not be deemed to be the waiver of any other remedy with regard to any occasion of default hereunder.

E. Attorneys' Fees

In the event that either party is in default of any of the terms and conditions of this Agreement and the other party shall successfully take legal action to enforce said rights herein, in addition to the foregoing, such non-defaulting party shall be entitled to reimbursement for its reasonable attorneys' fees and costs and otherwise for its costs and disbursements occasioned in enforcing its rights hereunder.

ARTICLE VI

Force Majeure

Under the terms of this Agreement, neither the City nor 709 shall be considered in default or in breach of any of the terms with respect to the performance to their respective obligations under this Agreement in the event of enforced delay in the performance of its obligations due to unforeseeable causes beyond its control and without its fault or negligence, including but not limited to acts of God, acts of a public enemy, acts of the federal government, acts of another party, fire, floods, epidemics, strikes or embargoes, or for delays of subcontractors due to such causes. In the event of any such delay, any time for completion or delivery under this Agreement shall be extended for the period of any such delay upon written notice from the party seeking the extension to the other party.

ARTICLE VII

Term

Except as provided for below, the term of this Agreement shall run from the date first above shown until July 1, 2017 or the completion of construction of the Project, whichever occurs first unless this Agreement is otherwise terminated as hereinbefore provided for. Nothing to the contrary in the foregoing withstanding the terms and conditions of Articles IV and V shall survive the term or termination or both of this Agreement for so long as is necessary to give effect to their provisions.

Article VIII

Notices

Any notice, demand or other communication under this Agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid or deposited with a nationally recognized overnight courier service for next business day delivery to:

In the case of City:

City of Duluth
Office of the City Clerk
Room 326, City Hall
Duluth, MN 55802

In the case of 709:

ISD 709
Facilities Management
215 North 1st Avenue East
Duluth, MN 55802

ARTICLE IX

Applicable Law

This Agreement together with all of its Articles, 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first shown above.

CITY OF DULUTH, a Minnesota Municipal Corporation

INDEPENDENT SCHOOL DISTRICT NO. 709, a Minnesota independent school district

By: _____
Emily Larson
Its Mayor

By: Douglas C. Hasler
Douglas Hasler
Its CFO

Attest:

“Grantor”

By: _____
Its City Clerk

Date: _____

Approved:

Countersigned:

City Attorney

City Auditor

Drafted by:
Robert E. Asleson
Assistant City Attorney
Room 410 City Hall
Duluth, MN 55802
(218) 730-5490

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of January, 2017, 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 1, 2017, and shall remain in effect until June 30, 2017, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** The Contractor will provide "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 (three-hundred fifty and no/100 dollars) per performance, up to a sum not to exceed \$1,100.00 (One-thousand one-hundred and no/100 dollars). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by the District 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.

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.

Bryan Egan _____ 1/13/17
Contractor Signature SSN/ Tax Identification Number Date

Aaron Gelineau _____
Initiator - (Contact with questions) Date

Wish Howe _____ 12/4/17
Program Director Date

Phil Ray _____ 1/5/17
Director of Curriculum and Instruction Date

Joseph A. Hahn _____ 1/16/17
Director of Business Service / Superintendent of Schools Date

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of January, 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Larry Smallwood, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 16, 2017, and shall remain in effect until June 30, 2017, less 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 Ojibwe Storytelling sessions for students, families, and staff as evening learning opportunities. These sessions will be implemented in accordance with Ojibwe cultural protocols (evening time, food provided, offerings made, multiple sessions) and provide a culturally responsive learning opportunity for the participants.
3. **Background Check .** (Applies to contractors working independent with students)

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at a rate of \$300.00 (Three-hundred and no/dollars) per two-hour session up to a sum not to exceed \$1,200.00 (One-thousand two-hundred and no/100 dollars). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

- a. Payment shall be made by the District 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: Larry Smallwood 516 1st Street SW Hinckley, MN 55037 320.630.2433

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

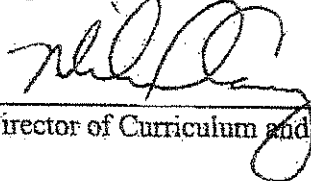
1-7-17
Date

WILLIAM HOWES
Initiator - (Contact with questions)

12/4/17
Date


Program Director

12/4/17
Date


Director of Curriculum and Instruction

1/3/17
Date


Director of Business Service / Superintendent of Schools

1/10/17
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of December, 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 December 21st, 2016, and shall remain in effect until June 30, 2017 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** The Contractor will provide services as an artist illustrator for literacy materials (Maajii-Clay Books) for the Misaabekong Ojibwe Immersion Program at Lowell Elementary School. The contractor will create 200-240 illustrations for a series of early literacy materials based on the sounds of the Ojibwe double-vowel alphabet that will be published in the Ojibwe language for use in the immersion program. These illustrations will be provided in either jpeg or PDF formats for use by the District.
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 artwork illustrations at \$20.00/illustration up to a sum not to exceed \$5,000.00 (five-thousand and 0/100 dollars). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Jonathan Thunder, 315 N Lake Ave, Apt #406, Duluth, MN 55806 phone: 763.670.8171

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

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

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

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

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

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by

the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.


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

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

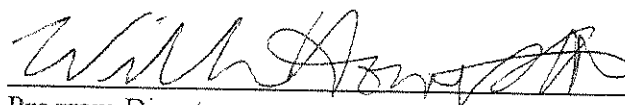
Workers' Compensation Insurance: Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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


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


Contractor Signature _____ SSN/ Tax Identification Number _____ Date 1/19

WILLIAM HOWES - OEE COORD.
Initiator - (Contact with questions) _____ Date _____


Program Director _____ Date 12/21/16


Director of Curriculum and Instruction _____ Date 1/5/17


Director of Business Service / Superintendent of Schools _____ Date 1/23/17



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 **December 8, 2016** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Congdon Creek Preschool** (hereafter referred to as the AGENCY) witnesses that:

WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in _____ 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 2.5 hours a day, 2 days per week, and up to 38 days.
 2. The AGENCY shall perform these services at: **2310 E. 4th St. Duluth MN 55812**
 3. The approximate date the service will begin is, **January 1, 2017** and shall not extend beyond **June 1, 2017**; the contract not to exceed a total of **38 Days** (2 Days per Week) and a total cost up to **\$1,710.00** (\$45.00 per day).
 4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
 5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. **Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15th of each month for the preceding month.**
-

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

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

Douglas C. Hahn
C.F.O. Executive Director of Business Services

Date 1/10/17

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

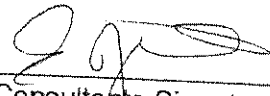
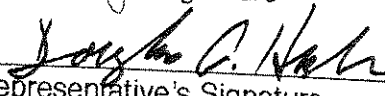
By *Jaron Crane* 12/17/16
Director

Contract between Duluth Public Schools
And
Emily Engel

THIS CONTRACT, entered into this January 3, 2017 by and between Duluth Public Schools (hereinafter referred to as DISTRICT), and Emily Engel (hereinafter referred to as CONSULTANT).

NOW THEREFORE, the parties hereto agree as follows:

1. Consultant shall perform the following tasks: Deaf Hard of Hearing Interpreter for Special Education as needed.
2. Consideration and Conditions of Payment
 - a. In consideration for services provided under the terms of this contract, DISTRICT shall pay CONSULTANT per unit rate at the rate of \$40 per hour. This contract for consultant services shall observe a 48 business hour cancellation policy whereas services that are canceled 48 hours or more before the service date will not be billed. The CONSULTANT requires a two hour minimum (appearance fee). Also there will be a 10% differential for nights and weekends. Payments shall be made upon presentation of an invoice within 30 days of date of invoice.
Total value of this contract shall not exceed \$6,000.
3. Term
This contract shall become effective on January 3, 2017 and shall remain in effect until June 9, 2017. This contract may be cancelled prior to said termination date by either of the parties hereto, upon thirty (30) days written notice and without showing cause.
4. Under this Contract the CONSULTANT is an independent contractor and is not an agent or an employee of the DISTRICT, CONSULTANT shall have no claim against the DISTRICT for vacation pay, sick leave, retirement benefits, social security, worker's compensation benefits, health or disability benefits, unemployment insurance, or employee benefits of any kind, the CONSULTANT shall be responsible for paying all taxes.
5. No changes may be made in the terms or conditions of this contract, except by the mutual, written consent of the parties hereto.
6. All services provided under this contract shall be performed to the DISTRICT. In the event that this contract is canceled prior to the termination date specified in clause 3, CONSULTANT shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

| | | |
|---------------------------|---|--------|
| Emily J. Engel |  | 1/3/17 |
| Consultant's Name | Consultant's Signature | Date |
| Douglas A. Hasler |  | 1/5/17 |
| District's Representative | Representative's Signature | 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 **January 23, 2017** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Lakeview Montessori** (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 8 hours a day, 2 day per week, and up to 32 days.
 2. The AGENCY shall perform these services at: **2019 E. 3rd. St. Duluth, MN 55812 .**
 3. The approximate date the service will begin is, **February 1, 2017** and shall not extend beyond **June 2, 2017**; the contract not to exceed a total of **32 Days** (2 Days per Week) and a total cost up to **\$896.00.** (\$28.00 per day).
 4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
 5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. **Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15th of each month for the preceding month.**
-

ISD
709
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 A. Hasler
C.F.O. Executive Director of Business Services

Date 1/27/2017

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

By *Jason Clone 1/26/17*
Director



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 **January 11, 2017** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Little Treasures** (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 3.5 hours a day, 3 day per week, and up to 43 days.
 2. The AGENCY shall perform these services at: **1533 W. Arrowhead Rd. Duluth, MN 55804 .**
 3. The approximate date the service will begin is, **January 1, 2017** and shall not extend beyond **May 4, 2017**; the contract not to exceed a total of **43 Days** (3 Days per Week) and a total cost up to **\$1,806.00.** (\$42.00 per day).
 4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
 5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15th of each month for the preceding month.
-

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

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

Date _____

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

By *Jana Crane* 1-12-17
Director



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 **January 5, 2017** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **University Nursery School: Harbor Highlands** (hereafter referred to as the AGENCY) witnesses that:

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

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

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:
Preschool programming for 6 hours a day, 4 day per week, and up to 85 days.
 2. The AGENCY shall perform these services at: **1115 N. Lake Ave. Duluth, MN 55806.**
 3. The approximate date the service will begin is, **December 9, 2016** and shall not extend beyond **June 1, 2017**; the contract not to exceed a total of **85 Days** (4 Days per Week) and a total cost up to **\$36.00 per day** (\$144.00 per week).
 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.**
-

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

Douglas A. Harker
C.F.O. Executive Director of Business Services

Date 1/10/17

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

By *Jason Cloud* 1-5-17
Director



| | |
|------------------------------|------------------|
| For Internal Use Only | |
| Depts must provide: | |
| ESAF # | 1696 |
| Chart/Field Account No. | 1026-11250-20109 |

| | |
|------------------------------|---------|
| For Internal Use Only | |
| OES must provide: | |
| OES Contract # | 11959 C |
| Analyst | sb |

UNIVERSITY OF MINNESOTA

Workshop/Presentation Agreement

The Regents of the University of Minnesota, through its **Minnesota Center for Reading Research** ("University"), agree to provide a workshop/presentation for **Duluth ISD 709** ("Company"), on the following terms and conditions:

1. **Description of Workshop/Presentation:** One full-day (7 hours) **PRESS** workshop covering tier 2 intervention and introduction to progress monitoring (max 40 participants).
2. **Date, Location, and Time:**
Date: **February 6, 2017**
Location: **215 N 1st Ave East; Duluth, MN**
Time: **8:00 a.m. - 3:00 p.m.**
3. **Payment Terms:** For the services under Section 1., Company shall pay University **three thousand and 00/100 dollars (\$3,000.00)**. Payment is due on the day of the workshop/presentation or upon receipt of invoice. In the event Company cancels for any reason, except for extraordinary causes beyond the reasonable control of Company, Company shall remain obligated for the full amount set forth in this paragraph.
4. **Obligations of Company.** Company agrees to provide the following accommodations, equipment, and material: **Meeting space, digital projector with audio.**
5. **Ownership of Materials and Presentation.** All materials provided by University during the presentation

shall remain the property of University. Company is provided a license to use the material in connection with the workshop/presentation, but Company may not copy or distribute the material without the express written consent of University. University further owns all rights to the workshop/presentation and the workshop/presentation shall not be recorded or taped in any form without the express written consent of University.

6. **Disclaimer.** University makes no claims of any kind with respect to the workshop/presentation and shall not be liable for participant's reliance on any statements or demonstrations made during the workshop/presentation. University's maximum obligation to Company for any cause of action arising under this Agreement, including failure to perform, shall not exceed the amount actually paid to University by Company under Section 3.

7. **Complete Agreement/Governing Law.** This Agreement, including any attached exhibits, represents the complete agreement of the parties. No amendments to this Agreement shall be binding upon University unless signed by an authorized University representative. This Agreement cancels, supersedes and revokes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement. The terms and conditions of any purchase order or similar document submitted by Company in connection with the services provided under this Agreement shall not be binding upon University. This Agreement shall be governed by the laws of Minnesota and any action to enforce this Agreement shall be brought only in Hennepin County, Minnesota.

IN WITNESS WHEREOF, the parties have entered into the Agreement effective January 6, 2017.

Regents of the University of Minnesota

Duluth ISD 709

By: _____
Name: **Lori Helman**
Title: **Director**
Date: _____

By: *Douglas C. Hasler*
Name: **Doug Hasler**
Title: **Executive Director of Business Services**
Date: 1/9/2017
Address: **215 N. 1st Ave East**
Duluth, MN 55802
Phone: **218-336-8700** Fax: _____



RATE & SERVICE CONFIRMATION LETTER

Manpower January 5, 2017
Independent School District 709
215 N. 1st Ave E
DULUTH, MINNESOTA, 55802

Dear Bart,

Thank you for choosing Manpower, the leader in the changing world of work. This letter confirms our understanding with you, Independent School District 709, to place one or more clerical/administrative and/or light industrial temporary or permanent positions

As discussed, Manpower will recruit, interview, screen and assign to you our employee associates who, through our proven process and expertise, are the best qualified candidate to perform the work described below. We will also maintain personnel and payroll records; paying, withholding and transmitting payroll taxes; making unemployment compensation contributions; handling unemployment and workers' compensation claims involving our associates with respect to the compensation that we have agreed to pay; and removing any assigned associate at your request for any lawful reason.

Manpower expects you to take responsibility for directing and controlling the work performed by our associates. We also expect you to provide all associates with a safe worksite that is free from harassment and to provide information, training and safety equipment with respect to any hazardous substances or conditions to which associates may be exposed at the worksite.

Manpower is solely responsible for the compensation of our employees, and must pay each employee for all hours worked. You agree to remit the negotiated Bill Rate for all hours worked, including negotiated overtime bill rates for hours worked in excess of forty (40) hours during an agreed pay period.

The term of this relationship will be six (6) months from the signature date of this agreement.

We will fill roles for the following job descriptions and locations:

Table with 2 columns: Job Description, Location. Row 1: Computer Support, Duluth, Minnesota

* If the parties decide to change information contained within this letter, for example, adding or deleting jobs or locations, they must notify the Manpower office in writing reflecting the intended change.

Table with 1 column: Straight Time Bill Rate. Row 1: \$35.26 bill rate per hour (Based on hourly pay rate of \$23.53)

*The above Rates are comprised in part and subject to the following costs associated with Manpower's government mandated employer obligations: FICA, FUTA, SUTA, and Worker's Compensation statutory minimums.

If during the term of this Agreement and for six (6) months thereafter, you solicit or hire away any of Manpower's employees, candidate referrals or Assigned Employees involved in performing services or obligations under this Agreement, or permit any Assigned Employee to transfer to another entity's payroll in order to perform work for you or at your facilities, you shall pay Manpower a direct hiring conversion fee.

Table with 2 columns: Time on Assignment, Prorated Fee Schedule. Row 1: 0 to 240 Hours, NO FEE

| | |
|------------------|--------|
| 241 to 480 Hours | NO FEE |
| 481 to 720 Hours | NO FEE |
| 721 + Hours | NO FEE |

*Compensation includes base gross salary, gross compensation for services, fees, wages, guaranteed and/or anticipated bonus and commission earnings, to be made to the candidate during the first twelve (12) months of employment.

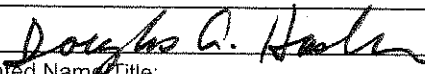
Finally, we can perform the following background checks and tests for temporary employees assigned to you, if required:

| Check or Test | Specific Requirements, if Any | Cost |
|------------------------|-------------------------------|-----------------------|
| Criminal Record Check | | \$25.00 per employee. |
| Driving Record Check | | \$15.00 per employee. |
| Drug Tests | | \$35.00 per employee. |
| Credit Check | | \$40.00 per employee. |
| Education Verification | | \$15.00 per employee. |
| Health Compliance | | \$ per employee. |
| Other | | \$ per employee. |

Once again, thank you for your business. We look forward to providing you with solutions to help you succeed in the changing world of work.

Sincerely,

ManpowerGroup US Inc.
Branch Manager

| |
|---|
| ACKNOWLEDGED AND ACCEPTED: |
| Client |
| By:  |
| Printed Name/Title: |
| Date: |



RATE & SERVICE CONFIRMATION LETTER

Manpower
January 3, 2017
Independent School District 709
215 N. 1st Ave E
DULUTH, MINNESOTA, 55802

Dear Bart,

Thank you for choosing Manpower, the leader in the changing world of work. This letter confirms our understanding with you, Independent School District 709, to place one or more clerical/administrative and/or light industrial temporary or permanent positions

As discussed, Manpower will recruit, interview, screen and assign to you our employee associates who, through our proven process and expertise, are the best qualified candidate to perform the work described below. We will also maintain personnel and payroll records; paying, withholding and transmitting payroll taxes; making unemployment compensation contributions; handling unemployment and workers' compensation claims involving our associates with respect to the compensation that we have agreed to pay; and removing any assigned associate at your request for any lawful reason. In the event specific assignments require background checks, drug screening or other testing, you will reimburse us at the actual cost for the testing. You will also only request testing equivalent to what you would require of your own full-time employees in that respective position.

Manpower expects you to take responsibility for directing and controlling the work performed by our associates. We also expect you to provide all associates with a safe worksite that is free from harassment and to provide information, training and safety equipment with respect to any hazardous substances or conditions to which associates may be exposed at the worksite. Because you control the facilities in which our associates work, it is agreed that you will be primarily responsible for compliance with the Occupational Safety and Health Act and comparable state laws and regulations, to the extent those laws apply to our associates working at your facilities. Manpower will, at your request, instruct our associates on general safety matters in accordance with information that you provide to us. Additionally, you also agree to document all hours worked, approve and submit *electronic timesheets or paper time sheets* by exception, to us in a timely manner. In the event there are substantial changes to the agreed assignment duties, you will notify us immediately.

Manpower is solely responsible for the compensation of our employees, and must pay each employee for all hours worked. You agree to remit the negotiated Bill Rate for all hours worked, including negotiated overtime bill rates for hours worked in excess of forty (40) hours during an agreed pay period. Manpower will invoice you weekly. Payment will be due upon receipt of invoice. In the event there is a governmental mandated requirement to increase wages or employer payroll burdens, you agree to accept and remit payment for such additional costs incurred by us from the effective date to the expiration date of this agreement.

The term of this relationship will be six (6) months from the signature date of this agreement.

We will fill roles for the following job descriptions and locations:

| Job Description | Location |
|---------------------|-------------------|
| Computer Programmer | Duluth, Minnesota |

* If the parties decide to change information contained within this letter, for example, adding or deleting jobs or locations, they must notify the Manpower office in writing reflecting the intended change. Manpower may choose not to provide an Assigned Employee or candidate for any reason.

| Straight Time Bill Rate |
|---------------------------------------|
| \$41.72 Bill Rate Per Hour |
| (Based on hourly pay rate of \$28.00) |

*The above Rates are comprised in part and subject to the following costs associated with Manpower's government mandated employer obligations: FICA, FUTA, SUTA, and Worker's Compensation statutory minimums.

If during the term of this Agreement and for six (6) months thereafter, you solicit or hire away any of Manpower's employees, candidate referrals or Assigned Employees involved in performing services or obligations under this Agreement, or permit any Assigned Employee to transfer to another entity's payroll in order to perform work for you or at your facilities, you shall pay Manpower a direct hiring conversion fee. Such conversion fee will be based upon and equivalent to the Permanent Placement fee of the placed Candidate's annual salary and will be prorated based on the length of time the Assigned Employee is on assignment as referenced below:

| Time on Assignment | Prorated Fee Schedule |
|--------------------|-----------------------|
| 0 to 240 Hours | NO FEE |

| | |
|------------------|--------|
| 241 to 480 Hours | NO FEE |
| 481 to 720 Hours | NO FEE |
| 721 + Hours | NO FEE |

Finally, we can perform the following background checks and tests for temporary employees assigned to you, if required.

| Check or Test | Specific Requirements, if Any | Cost |
|------------------------|-------------------------------|-----------------------|
| Criminal Record Check | | \$25.00 per employee. |
| Driving Record Check | | \$15.00 per employee. |
| Drug Tests | | \$35.00 per employee. |
| Credit Check | | \$40.00 per employee. |
| Education Verification | | \$15.00 per employee. |
| Health Compliance | | \$ per employee. |
| Other | | \$ per employee. |

Once again, thank you for your business. We look forward to providing you with solutions to help you succeed in the changing world of work.

Sincerely,

ManpowerGroup US Inc.
Branch Manager

| | |
|-----------------------------------|--------------------------|
| ACKNOWLEDGED AND ACCEPTED: | |
| Client | |
| By: | <i>Douglas A. Hasler</i> |
| Printed Name/Title: | CFO Douglas A. Hasler |
| Date: | 1/10/17 |

SPIRIT OF THE LAKE COMMUNITY SCHOOL

Guidelines for

TRANSPORTATION REIMBURSEMENT

2016-2017

1. Each parent is to submit an initial odometer reading from home to school. ISD 709 will determine Maximum Mileage allowed based on District Transportation Routing Software. Initial request should include your school's calendar for the year.
2. ISD 709 Transportation Department will complete the "Invoice/Reimbursement Form" (Form 3000) for each month. Please submit your information monthly, to include mileage and days attended for each family, listing all students in family. Reimbursement is calculated by:

$$\underline{\hspace{2cm}} \text{ days} \times \underline{\hspace{2cm}} \text{ miles} \times 30 \text{ Cents per mile} = \text{reimbursement.}$$

(One round trip from home to school)

3. Mail or bring "DRIVING REIMBURSEMENT REQUEST FORM" 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 Schools 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.

SPIRIT OF THE LAKE COMMUNITY SCHOOL

BY *Jane Pospisil*
Its Director

INDEPENDENT SCHOOL DISTRICT NO. 709

BY *Douglas A. Hark*
Director of Business Services

SPIRIT OF THE LAKE COMMUNITY SCHOOL
2016-2017

| GRADE | NAME | Sep 16 | Oct 16 | Nov 16 | Dec 16 | Jan 17 | Feb 17 | Mar 17 | Apr 17 | May 17 | Jun 17 | Reimburse | Balance | Max | Max daily |
|-------|---------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-----------|-----------|---------|-----------|
| 5 | Baker, Nolan | 122.40 | 129.60 | 129.60 | | | | | | | | 381.60 | -71.60 | 310.00 | 24.0 |
| 5 | Bellehumeur, Andrew | 22.44 | 25.08 | 25.08 | | | | | | | | 72.60 | 237.40 | 310.00 | 4.4 |
| 3 | Blackmarr, Elias | 20.40 | 20.40 | 20.40 | | | | | | | | 61.20 | 248.80 | 310.00 | 4.0 |
| 5 | Engebretson, Jonah | 10.20 | 10.80 | 11.40 | | | | | | | | 32.40 | 277.60 | 310.00 | 2.0 |
| 5 | Hagen, Josef | 36.12 | 43.86 | 46.44 | | | | | | | | 126.42 | 183.58 | 310.00 | 8.6 |
| 3 | Hand, Ava | 9.18 | 10.26 | 10.26 | | | | | | | | 29.70 | 280.30 | 310.00 | 1.8 |
| 5 | O'Nabigon, Shannon | 110.40 | 117.30 | 103.50 | | | | | | | | 331.20 | -21.20 | 310.00 | 23.0 |
| 3 | O'Neill, Mirrah | 4.32 | 5.13 | 4.86 | | | | | | | | 14.31 | 295.69 | 310.00 | 1.0 |
| 5 | Pospisil, Daniel | 28.56 | 31.92 | 26.88 | | | | | | | | 87.36 | 222.64 | 310.00 | 5.6 |
| 1 | Schul, Stone | 9.00 | 10.80 | 11.40 | | | | | | | | 31.20 | 278.80 | 310.00 | 2.0 |
| 1 | Under, Ollie | 10.20 | 10.80 | 11.40 | | | | | | | | 32.40 | 277.60 | 310.00 | 2.0 |
| K* | McCullough, Cora | 58.56 | 65.88 | 65.88 | | | | | | | | 190.32 | 119.68 | 310.00 | 12.2 |
| | | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | to date | Remaining | Payable | miles |
| | | 441.78 | 481.83 | 467.10 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 2329.29 | 3720.00 | 90.60 |