

**Udac, Inc.**

**And**

**Duluth Public Schools**

**AGREEMENT FOR PURCHASE OF TRANSITION SERVICES**

The following is an Agreement between Udac and Duluth Public Schools. This Agreement shall be effective April 13<sup>th</sup> 2015.

**I. The Service Provider Agrees:**

- A. To provide evaluation, treatment and consultation services for students with a disability and who have IEP/IFSP/IIPs documenting the need for such services under contract at Duluth Public Schools. Services shall also be provided to assist in the evaluations of students identified in the evaluations process. Treatment services shall be provided as prescribed by the students IEP in order to meet the goals as determined by the IEP team.
- B. Not to exceed twenty (20) hours of services.

**II. Duluth Public Schools Agrees:**

- A. To pay Udac for Transition Services at the contract rate of \$47.93 per partial day of less than 6 hours per day or \$63.27 for a full day of six hours or more.
- B. To remit to Udac, upon receipt of monthly invoice, the amount due and owing for the services provided.
- C. The Director of Special Education shall supervise the contracted services to ensure that services are provided in accordance with students IEPs.

**ADDITIONAL CONDITIONS**

- 1. The Udac and Duluth Public Schools will comply with all state and federal reporting requirements. Udac and Duluth Public Schools will comply with MN Government Data Practices Act, Minnesota Statutes Chapter 13, as applied to all data.
- 2. The Udac will consents to disclosure of its social security number, federal employer tax ID number and/or Minnesota Tax ID number already provided to the district.

3. The numbers may be used in the enforcement of federal and state laws resulting in action requiring the Duluth Public Schools to file tax returns, pay delinquent taxes or other state liabilities.
4. Services must be provided to the satisfaction of the Duluth Public Schools and not in violation of any federal, state or local laws, ordinances, rules and regulations. The Service Provider will not be paid for work considered in violation of any of those laws or if work is found unsatisfactory.
5. Duluth Public Schools will provide transportation to and from Udac.
6. Duluth Public Schools will provide staff to accompany Aaron Keturi while transitioning at Udac as agreed upon.

#### CANCELLATION

This agreement may be cancelled by Udac or Duluth Public Schools at any time, with or without cause, upon 30 days written notice. In the event of such a cancellation, Udac shall be entitled to payment, determined on a pro rated basis, for work performed to Duluth Public Schools' satisfaction.

#### AMENDMENTS

Amendments must be in writing and indicate approval by both parties to the amended terms.

#### STATE AUDIT

The books, records, documents and accounting procedures of the Duluth Public Schools and its employees relevant to this agreement must be made available by the STATE for a minimum of 6 years from the end of the agreement.

#### LIABILITY

The Duluth Public Schools agrees to indemnify, save and hold the district/agency; its employees harmless from any and all claims or causes of action, including attorney's fees incurred arising from the performance of this agreement by the Duluth Public Schools and its agents or employees.

Agreed to by:

Duluth Public Schools - ISD 709

By WCHanson

Title CFO

Date 4/5/15

Udac

By Louise B. Bauer

Title Executive Director

Date 4-3-15

## CONTRACT FOR SERVICES

This contract is hereby entered into between GrayHall and

**Client Name:** Lincoln Park Middle School  
**Address:** 3215 West 3rd Street  
Duluth, MN 55806  
**Contact Person:** Brenda Vattbauer  
Principal  
(218) 336-8880

GrayHall agrees that it will perform the services outlined herein. The agreement between Lincoln Park Middle School and GrayHall is as follows:

### I. SERVICES PROVIDED BY GRAYHALL

GrayHall will provide the following services and products:

Facilitate and document discussion from a two-hour focus group/planning session for Lincoln Park Middle School teachers and staff. ~~January 26, 2015~~ 3:30 – 5:30 p.m. 1-hour pre-session planning LPMS beginning at 2:30 p.m. *March 19 (rescheduled)*

#### Deliverables

- Facilitated session for teachers/staff
- Written document summarizing discussion

### II. TERMS OF PAYMENT

Client agrees to promptly pay for all services performed and goods or materials supplied by GrayHall in accordance with the following schedule:

#### 1. Compensation: (hourly rate; lump sum)

Total: \$1,000

GrayHall will submit an invoice for work completed.

#### 2. Reimbursement: For travel, subsistence and other out-of-pocket expenses actually and necessarily incurred by GrayHall in performance of this contract.

Travel fees included in total project fee.

**VII. AMENDMENTS**

Any amendments to this contract shall be in writing, and shall be executed by the same parties who executed the original contract, or their successors in office.

Lincoln Park Middle School

GrayHall

By Brenda Vasmataz

By Karen Gray

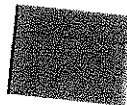
Title Principal

Title Senior Partner

Date 3-13-15

Date 2/13/15

W. C. Hanson  
4/13/15



## UNIVERSAL SERVICE AGREEMENT

Client Name: Independent School District No. 709 Agreement No: \_\_\_\_\_  
Address: 215 N. First Avenue E  
Duluth, MN 55802 Effective Date: May 1, 2015  
Attn: Shelly K. St. Germaine  
Telephone: (218) 336-8723

This UNIVERSAL SERVICE AGREEMENT (the "Agreement") is entered into and shall be binding upon the parties as of the last date executed below by and between TALX Corporation (a provider of Equifax Workforce Solutions), a Missouri corporation ("EWS"), and Independent School District No. 709 ("Client"), a Minnesota School District. The parties agree as follows:

### 1.0 CONTRACT SERVICES

By entering into this Agreement, Client hereby authorizes EWS to provide the employment or payroll related services (the "Services") as described in each applicable schedule, or schedule set, and any exhibits attached thereto (the "Schedule(s)") attached hereto. The parties may enter into one or more Schedule(s), each Schedule corresponding to a service or group of services provided by EWS, and such schedules, whether attached hereto or entered into after the execution of this Agreement, shall be a part of this Agreement. The terms of this Agreement shall apply to each Service, except as the parties may otherwise provide in the Schedule(s).

### 2.0 TERM

The term for each Service is set forth in the applicable Schedule. A Schedule may expire or be terminated without affecting the other Schedules. This Agreement shall remain in effect as long as there is an outstanding schedule with a term then in effect.

### 3.0 EWS OBLIGATIONS

EWS agrees that the Service (i) will be provided in compliance with laws and regulations applicable to EWS's performance thereof, and (ii) will not infringe trademarks, patents or other intellectual property rights of others. EWS MAKES NO WARRANTIES AS TO THE SERVICE OR THE DATA, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE EVEN IF EWS KNOWS OF SUCH PURPOSE.

### 4.0 CONFIDENTIALITY

The parties agree that the following will be treated as "Confidential Information": (i) all employment and income data ("Data") provided by or on behalf of Client to EWS; (ii) all information provided by EWS to Client pertaining to the Services; (iii) all information which is labeled as such in writing and prominently marked as "Confidential," "Proprietary" or words of similar meaning by either party; or (iv) business information of a party which a reasonable person would understand under the circumstances to be confidential. Any Confidential Information acquired or received by either party (the "Recipient") in the course of this Agreement will not be disclosed or transferred to any person or entity other than to employees of a party and, as to EWS, for the purpose of performing its obligations under this Agreement. Confidential Information received under this Agreement will be treated with the same degree of care and security as each party uses with respect to its own Confidential Information, but not less than a reasonable degree of care. The parties agree to use Confidential Information only for the purpose of performance of this Agreement and to make no copies except as necessary for performance of this Agreement.

"Confidential Information" does not include information which (i) is or becomes generally available to the public other than as a result of disclosure by the Recipient, (ii) was known by the Recipient at the time of disclosure of the information without any obligation of confidence, and that knowledge is evidenced by reasonable proof, (iii) was or becomes available from a source other than the owner if the source was not

## 7.0 PROPRIETARY RIGHTS

Neither party's ownership rights, including but not limited to, any intellectual property rights in or used by EWS to perform the Services nor any intellectual property rights in or to Client's Data, shall be transferred pursuant to this Agreement. This Section shall survive termination of this Agreement.

## 8.0 INDEMNIFICATION/LIMITATION OF LIABILITY

- 8.1 Each party agrees to indemnify, defend and hold harmless the other party and its affiliates, and their directors, officers and employees (each, an "Indemnified Party"), from and against any and all third party claims, demands, liabilities, suits, damages, expenses and costs (including reasonable attorneys', experts' and investigators' fees and expenses) incurred by the Indemnified Party arising from or related in whole or in part to the indemnifying party's, or its affiliates', or its directors', officers' or employees' (i) breach of Section 4.0 or Section 6.0 of this Agreement, (ii) infringement on the intellectual property rights of third parties and/or (iii) intentional wrongful act or omission, provided that (a) the party seeking indemnity promptly notifies the indemnifying party of any claim for indemnity and cooperates fully in the defense of the claim, and (b) the party providing indemnity shall select counsel to defend any such claim.
- 8.2 IN NO EVENT SHALL DAMAGES BY EITHER PARTY HEREUNDER EXCEED THE GREATER OF (A) THE TOTAL FEES PAID BY CLIENT DURING THE TWELVE MONTHS PRIOR TO THE ACT OR OCCURRENCE WHICH GIVES RISE TO THE CLAIM, OR (B) THE SUM OF TWENTY- FIVE THOUSAND DOLLARS (\$25,000).
- 8.3 ANY OTHER TERM OR PROVISION OF THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, IN NO EVENT SHALL EITHER PARTY, OR ITS AFFILIATES, THEIR DIRECTORS, OFFICERS OR EMPLOYEES, BE LIABLE FOR LOSS OF PROFITS OR FOR INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE PERFORMANCE OF THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 9.0 MISCELLANEOUS

- 9.1 **Entire Agreement.** This Agreement, which includes all schedules attached hereto and/or entered into after the execution hereof, comprises the entire Agreement between the parties, which supersedes and merges all prior proposals, purchase orders, understandings and agreements with respect to the subject matter hereof.
- 9.2 **Force Majeure.** Neither party shall be responsible for any failure or delay in the performance of any obligations (excepting obligations to pay money) to the extent that failure is caused by acts of God, acts of terror, flood, fire, labor disputes, acts or omissions of the other party, or non-delivery or delays in delivery by any other supplier of goods or services deliverable under this Agreement.
- 9.3 **Applicable Law.** This Agreement shall be construed in accordance with, and its performance governed by, the laws of the State of Missouri, without regard to its conflict of law principles.
- 9.4 **Severability.** If any provision of this Agreement is held to be invalid or unenforceable under applicable law in any jurisdiction, the validity or enforceability of the remaining provisions thereof shall be unaffected as to such jurisdiction and such holding shall not affect the validity or enforceability of such provision in any other jurisdiction. To the extent that any provision of this Agreement is held to be invalid or unenforceable because it is overbroad, that provision shall not be void but rather shall be limited only to the extent required by applicable law and enforced as so limited.
- 9.5 **Assignment/Modification.** Neither party may assign this Agreement or any right or obligation under this Agreement without the express written consent of the other party, which consent shall not be unreasonably withheld or denied. In the event assignment is necessitated by a business reorganization, either party may assign this Agreement,

## Attachment 1

### Security Requirements when Client Sends Employment and Income Data to EWS

The following table outlines the acceptable options for the secure transfer of employment and income Data, to EWS. Client agrees to use one of the approved secure shipping methods provided below. The EWS preferred method of receiving Data is Secure File Transfer Protocol (SFTP) with PGP encryption.

	Transfer Option	Description	Requirement
1	FTP/S (SSL),	Eliminate data files traveling through 3 <sup>rd</sup> party courier. Secures information in the file.	PGP desktop software and exchange of PGP keys. WinZip Version 9 or later software, use of AES-256 encryption, and exchange of passwords (Passwords are required to be AT LEAST 32 characters)
	SFTP (SSH)		
2	Email Attachment	Eliminate media traveling through a 3 <sup>rd</sup> party courier. Secures information in e-mail attachment. Information in the body of the message is not secured.	PGP desktop software and exchange of PGP keys. WinZip Version 9 or later software, use of AES-256 encryption, and exchange of passwords (Passwords are required to be AT LEAST 32 characters)
3	CD/DVD	Allows for sending data files using encryption software with additional password protection.	PGP desktop software and exchange of PGP keys. WinZip Version 9 or later software, use of AES-256 encryption, and exchange of passwords (Passwords are required to be AT LEAST 32 characters)
4	Secure e-mail (Voltage, TLS)	Eliminate media traveling through a 3 <sup>rd</sup> party courier. Secures information in the body of the e-mail and attachments.	Internet web access
5	Client specific solution	Any option other than the 4 listed above.	Approval from EWS VP of Technology and business unit director

#### Additional Security requirements:

- When using Win Zip or PGP the following must be met:
  - o Win Zip files must be zipped using WinZip 9.0 or later
  - o File Encryption using AES-256 encryption
  - o Data file must be password protected using a password of at LEAST 32 characters
  - o Passwords must be sent using a separate path from the file (e.g. if the file is sent via email, password must be in a separate email which does not indicate this is a password. If the file is sent via physical media or electronic medium, such as FTP, the password must be communicated via telephone, email, or other approved communication.)

When using PGP the following is required:

- o The Equifax Workforce Solutions public key must be used.

The following secure delivery requirements must be met.

- o Use the following delivery method for unencrypted data files or bulk paper documents only:  
**Secured transport service approved by EWS for unencrypted media and documents.**
- o Use one of the following mailing methods for encrypted data files only:
  1. USPS Certified Mail
  2. USPS Overnight delivery
  3. FedEx Overnight or 2-day delivery
  4. UPS (United Parcel Service) Overnight or 2-day delivery
  5. Other mutually approved methods

## SCHEDULE A – ACA MANAGEMENT PLATFORM

### SERVICE PROVIDER, TERM AND FEES FOR SERVICES

**Client Name:** Independent School District No. 709 (“Client”)

**Effective Date:** 5/1/2015

The ACA Management Platform and corresponding Activation Services (as described in Schedule B hereto) (the “Management Platform”) is a software product that provides employers with reports and dashboards that empower them to analyze data relevant to their compliance with the Patient Protection and Affordable Care Act regulations. The Management Platform is provided by Corporation (provider of Equifax Workforce Solutions), a Missouri corporation (“EWS”). EWS shall provide the Management Platform in accordance with the Universal Service Agreement (the “Agreement”) dated **May 1, 2014**, this Schedule A, and Schedule B (which are part of the Agreement) utilizing the employment information supplied by and on behalf of Client. All capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Agreement.

- 1) **Scope of Undertaking:** EWS shall provide the Management Platform in relation to certain of Client’s group health plans, which may or may not be “employee welfare benefit plans,” within the meaning of Section 3(1) of the Employee Retirement Income Security Act of 1974 (ERISA) (“Plans”), as more specifically set forth in Schedule B. The Management Platform is designed to assist Client in understanding its options with respect to its Plans under the employer shared responsibility provisions of Internal Revenue Code Section 4980H and related issues under the Patient Protection and Affordable Care Act of 2010, Pub. L. No. 111-148, and the Health Care and Education Reconciliation Act of 2010, Pub. L. No. 111-152, and the regulations and guidance issued there under (“PPACA”).
- 2) **Term:** These Schedules A and B shall be for an initial term of one (1) year from the Effective Date hereof (the “Initial Term”). These Schedules A and B shall automatically renew for successive one (1) year terms unless either party provides the other with written notice of termination at least ninety (90) days prior to the end of the then-current term.
- 3) **Termination:** Either party may terminate these Schedules A and B if the other party has materially breached the Agreement, provided that the party claiming breach must give the other party at least thirty (30) days prior written notice in which to cure the breach before terminating these Schedules A and B. Notwithstanding anything to the contrary, this Schedule A and B may not be terminated for convenience.
- 4) **Payment Terms and Fees:** All prices and fees for the Management Platform performed under these Schedules A and B are stated in Exhibit I - Fees, attached hereto and made part of this Schedule A.
  - All fees will commence upon execution of these Schedules A and B.
  - Invoices are due net thirty (30) days.
  - Payments not received within forty-five (45) days of invoice will bear interest at a rate of 1.5% per month.
  - Except to the extent that Client has provided an exemption certificate, direct pay permit, or other such appropriate documentation, EWS shall add to each invoice any sales, use, excise, value-added, gross receipts, services, consumption, and other similar transaction taxes, however designated, that are properly levied by any taxing authority upon the provision of the Management Platform, excluding, however, any state or local privilege or franchise taxes, taxes based upon EWS’s net income, and any taxes or amounts in lieu thereof paid or payable by EWS as a result of the foregoing excluded items.
  - All fees are in U.S. dollars.
- 5) **Data:** Client acknowledges that Client is solely responsible for the quality of the Data provided by Client or by a third-party on behalf of Client. Client will validate the completeness and accuracy of all Data prior to submitting to EWS. EWS may use depersonalized Client Data to perform analytics, modeling and/or demographic studies. Depersonalized Client Data shall not include any information that individually, or collectively, could be used to specifically identify either Client or Client’s employees.
- 6) **Activation:** Client acknowledges that it must undertake certain steps for the Management Platform to be provided correctly and timely, including, without limitation, providing Data in a proper format, undergoing testing procedures, and assisting with the associated Activation Services. Client agrees to fully cooperate with EWS to activate the Management Platform. EWS shall have no liability with regard to any errors that result from Client’s failure to timely provide Data (or update Data) accurately and completely and in the format required by EWS.
- 7) **Responsibilities:** Client understands that EWS is not a law firm and EWS has not and cannot provide legal advice to Client or the Plan concerning any legal issues associated with the Management Platform. Client is responsible for compliance with all applicable federal, state and local laws and regulations, including, but not limited to, compliance with PPACA, the San Francisco Health Care Security Ordinance and the Massachusetts Health Care Act. Client is responsible for working with its legal counsel to develop and implement any strategies (tax, legal or otherwise), and to make all determinations regarding whether to offer coverage under its Plans and to whom coverage should be offered, in response to Data or information developed as part of the Management Platform, and to monitor and comply with any applicable laws, regulations and guidance (formal or informal) that affect the Management Platform and/or the Client’s Plans. Client understands that Client’s failure to follow any established parameters of the Management Platform may materially affect the risks and liabilities associated with any development and implementation of any strategies based on the Management Platform. Client acknowledges that EWS is not providing tax or legal advice and that EWS is not responsible for



# SCHEDULE A—ACA MANAGEMENT PLATFORM

## EXHIBIT I—FEES

### Subscription Schedule

The ACA Management Platform is being provided on a subscription basis, billed annually. The subscription fees shall be in the amounts set forth below and the change in fees will take place on each anniversary of the Effective Date. Invoices for renewing annual fees will be billed sixty (60) days prior to the start of the annual term. Invoices for all Year 1 fees will be generated upon execution of this Agreement.

The terms, conditions and pricing contained in these Schedules A and B are subject to Client's prompt execution and delivery of these Schedules A and B to EWS. In the event Client does not execute and deliver these Schedules A and B prior to the Effective Date stated above, these Schedules A and B and all the terms, conditions and pricing contained herein shall be void.

Description	Qty	Unit Price	Year 1 Total
<b>Annual Fees</b>			
ACA Management Platform <i>Includes 99 Data Viewer licenses and 4 Data Explorer licenses. Fee is calculated on a per employee, per year (PEPY) basis. Value in the Qty field reflects the number of people Client employs. The minimum annual fee for the Management Platform is \$10,000.</i>	2,000	\$3.60	\$10,000
Additional Data Explorer Licenses	-	\$379	\$0
Additional Data Viewer Licenses	-	\$99	\$0
Additional Annual Support Incidents (Block of 5 incidents) <i>Unused incidents expire at the end of the year.</i>	-	\$995	\$0
<b>Sub-Total Annual Fees</b>			<b>\$10,000</b>
<b>One-Time Fees for Activation Services</b>			
Management Platform Activation Service	1	\$7,500	\$7,500
IRS Reporting Activation Service	1	\$5,000	\$5,000
Additional Data File Service (Optional Service)  <i>Value in the Qty field indicates the number of additional files Client will be providing above what is defined in the Management Platform Activation Service.</i>	-	\$1,500	\$0
Dynamic Controlled Group & Employee Category Activation Service (Optional Service)	-	\$10,000	\$0
Organizational Security Activation Service (Optional Service)	-	\$10,000	\$0
<b>Sub-Total One-Time Fees</b>			<b>\$12,500</b>
<b>Grand Total</b>			<b>\$22,500</b>

### Pricing for Future Services

EWS intends to offer three additional services beginning in 2015: ACA Call Center Service, ACA Appeal Management Service, and the IRS Form Fulfillment Service.

The ACA Call Center Service will accept calls from employees for the purpose of answering their questions about their eligibility for benefits pursuant to the determination rendered by the Management Platform. Once available, a detailed description of the ACA Call Center Service will be provided to Client, and should Client elect to use the service, EWS will charge Client \$2,340 for 120 calls with additional calls being charged \$19.50 per. Client will be required to execute an amendment to this contract in order for EWS to provide this service.

The ACA Appeal Management Service will respond to notices issued by the exchanges and/or the IRS due to the government's belief that Client failed to comply with the affordability and eligibility guidelines of the Affordable Care Act. Once available, a detailed description of the ACA Fine Appeal Service will be provided to Client, and should Client elect to use the service, EWS will charge Client \$7 per appeal (\$15 if protested) with an annual minimum of \$1,200. Client will be required to execute an amendment to this contract in order for EWS to provide this service.

The IRS Form Fulfillment Service will produce IRS form 1095-C. Once available, a detailed description of the IRS Form Fulfillment Service will be provided to Client, and should Client elect to use the service, EWS will charge Client a setup fee of \$5,000 plus \$0.85 per form, regardless of whether it is produced in electronic or hardcopy format. If the form is produced in a hardcopy format, an additional postage fee will apply to each hardcopy form. In addition to producing the form, EWS will staff a call center for the purposes of issuing

## SCHEDULE B—ACA MANAGEMENT PLATFORM

### MANAGEMENT PLATFORM DESCRIPTION OVERVIEW

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#### ACA Management Platform

##### Platform Description

The ACA Management Platform (“Management Platform”) is a hosted application that uses Client’s employee Data to assist Client with certain aspects of the Patient Protection and Affordable Care Act. Specifically, the Management Platform will assist Client with the following:

##### *Eligibility and Affordability*

The Management Platform will calculate Client employees’ full-time status under the look-back and/or the monthly measurement method set forth in Internal Revenue Code (IRC) Section 4980H and the regulations and guidance issued thereunder. Calculations performed by the Management Platform include, but are not limited to:

1. The date an employee’s initial measurement period starts and ends.
2. The date an employee’s initial stability period starts and ends.
3. The date an employee’s current standard measurement period starts and ends.
4. The date an employee’s current standard stability period starts and ends.
5. The hours of service an employee has provided during their initial measurement period.
6. The hours of service an employee has provided during the current standard measurement period.
7. Calculation of an employee’s full-time/part-time status upon completion of an applicable initial or current standard measurement period.
8. Calculation of whether an employee is trending full-time or trending part-time based on the hours of services provided in their current measurement period.
9. Whether an employee will be treated as a continuing employee or a new employee based on consecutive weeks without service and/or the Rule of Parity.
10. Estimate the maximum required contribution for the Client’s lowest cost, self-only coverage for each employee under the Federal Poverty Line, Rate of Pay, and W-2 Affordability Safe Harbor methods

##### *IRS Reporting*

The Management Platform will support the collection and configuration of Data fields required to comply with the reporting requirements under IRC 6055 and 6056. Information stored by the Management Platform includes, but are not limited to:

1. The date an employee was offered coverage, if eligible for benefits.
2. The employee’s response to the offer of coverage.
3. The health plan selected by the employee and the plan’s cost.
4. The dependents covered by the health plan, if any.
5. The lowest cost plan available to the employee.

In addition to the information stored by the Management Platform, the Management Platform will support the following functions:

1. Ability to export Data from the Management Platform for the purpose of populating form 1095-C and/or 1095-B for their employees.
2. Ability to transmit Data to the IRS for the purpose of delivering form 1094.

EWS will offer fulfillment functions to support print and electronic distribution of form 1095 B/C to applicable employees, retirees, and COBRA participants. Should Client elect to use EWS for fulfillment, the pricing provided for the Management Platform expressly excludes any costs associated with fulfillment, including but not limited to printing and postage. Should Client choose to use a vendor other than EWS for fulfillment functions Client will be responsible for exporting their data to a file and providing their preferred fulfillment partner with that data file. EWS assumes no liability for any failures of Client’s fulfillment vendor other than EWS.

Each of the items listed above may require that Client and EWS agree to certain standard parameters and rules, including the measurement periods, administrative periods and stability periods that will be used by the Client and/or its Plans. In other cases, the Management Platform may provide alternative parameters and rules that may be used by the Client and/or its Plans. However, in all cases, the functionality of the Management Platform will be limited by the parameters, rules, alternatives and options that the Management Platform currently uses and is designed to permit as of a given time to address the issues listed above. See Service Activation Tasks below for additional rules and limitations.

## SCHEDULE B—ACA MANAGEMENT PLATFORM MANAGEMENT PLATFORM DESCRIPTION OVERVIEW

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### Activation Service Tasks

EWS will perform the following tasks in delivering the Platform Service:

1. Install one instance of the Management Platform, for use by Client, in the EWS hosting Data center.
2. Configure the Management Platform to use the Client's employee Data.
3. Configure the Management Platform with applicable controlled groups, employee categories and other Client-provided values necessary to activate the Management Platform. This is a one-time configuration. EWS will have no responsibility for ensuring the Client-provided values conform to any applicable laws or regulations.
4. For each of the employee categories, configure the Management Platform with additional Client-provided values including, but not limited to, average lowest cost plan amount, measurement method, measurement period start date, measurement period duration, stability period start date, stability period duration.
5. Provide Client with dates and times for Management Platform training webinars as well as enrollment instructions. The webinar trainings can be attended as often as Client needs to develop proficiency with the Management Platform. However, it is the responsibility of the Client to ensure training is completed. Completion of Activation Service Tasks will not be dependent on Client's completion of Management Platform training.

### Assumptions

1. The Platform Activation Service will be delivered using EWS's project management methodology. Client acknowledges the Platform Activation Service is a fixed fee service and agrees to adhere to the timelines and milestones established during the initial kick-off call.
2. Client understands that Client will be required to send leave of absence Data (including, but not limited to, leave under the Family and Medical Leave Act of 1993, under the Uniformed Services Employment and Reemployment Rights Act of 1994, for jury duty and for employment break periods) directly to the Management Platform.
3. Client will provide Data in a Comma-Separated-Value (CSV) file format.
4. Client will validate all Data extracts prior to delivering to EWS.
5. Client will provide Data files in the format defined in the Management Platform file specification.
6. Data will be reloaded a maximum of three (3) times during the activation of the Management Platform to accept Client-provided Data files. Additional loads of Client Data during delivery of the Platform Activation Service will result in EWS charging Client for continued efforts at a rate of \$1,500 per file, per load. Client will be notified prior to EWS charging Client for these efforts.
7. Client understands that once the Platform Activation Service is complete, should the PPACA regulations or EWS's interpretation of the PPACA regulations require a change to the Management Platform file specifications, Client may be required to purchase additional Activation Services to ensure the Management Platform continues to properly function. Client will be given at least ninety (90) days' notice of any changes to the file specification. Client will be notified prior to EWS charging Client for these efforts.
8. Client understands that EWS may make enhancements to the Management Platform that result in new, optional functionality being made available to Client and that functionality may result in optional Data requirements being added to the Management Platform file specifications. Should this functionality be made available after the Platform Activation Service is complete, and should Client desire to use this optional functionality, Client may be required to purchase additional Activation Services.
9. Unless Client has purchased the Dynamic Group Activation Service, new controlled groups and/or employee categories will result in Client incurring a change fee. The Change Fee will be commensurate with the effort required.
10. Unless Client has purchased the Organizational Security Activation Service, all users with access to the Management Platform will be able to see all Data in the Management Platform.
11. EWS will configure a maximum of four (4) user accounts for the Management Platform. Client will be responsible for configuring all other user accounts. Client will be responsible for ongoing changes to accounts, password resets, etc.
12. All applicable assumptions set forth in Schedule A and this Schedule B apply

### **IRS Reporting Activation Service**

#### Description

The IRS Reporting Activation Service ("IRS Activation Service") allows EWS to enable the Management Platform to provide Client with certain Data elements required for IRS 6055 and 6056 reporting. Activation includes, but is not limited to, configuring the Management Platform to accept additional Data files containing Data elements not required by the Management Platform Activation Service.

#### Activation Service Tasks

EWS will perform the following tasks in delivering the IRS Activation Service:

1. Configure the Management Platform to use Client's benefits offer and enrollment Data. This is a one-time configuration. EWS will have no responsibility for ensuring Client-provided Data values conform to any applicable laws or regulations.
2. Provide Client with dates and times for Management Platform training webinars as well as enrollment instructions. The webinar trainings can be attended as often as Client needs to develop proficiency with the Management Platform. However, it is the

## SCHEDULE B—ACA MANAGEMENT PLATFORM MANAGEMENT PLATFORM DESCRIPTION OVERVIEW

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### Organizational Security Activation Service (Optional Service)

#### Description

If purchased, the Organizational Security Activation Service (“Org Security Service”) allows Client to secure each employee record by using a security key value to associate that record with a specific node in an organizational hierarchy. User accounts will associate a given user with a node in the hierarchy thereby restricting the records that can be viewed by the user to the records in that node and any nodes beneath that node in the hierarchy. The user need not be associated with a specific security key value but may instead be associated with a higher level node in the organizational structure that may view all child values (each one of the security keys that are descendants in the hierarchy).

#### Service Delivery Tasks

EWS will perform the following tasks in delivering the Org Security Service:

1. Configure the Management Platform to import a Data file containing Client’s desired organizational hierarchy. Imported Data file will be used to populate the Organizational Security structure in the Management Platform.
2. Configure the Management Platform to import a Data file containing user accounts Client has authorized to use the Management Platform. Imported Data file will be used to create, activate, and deactivate user accounts in the Management Platform. Additionally the Data file will be used to grant users access to specific nodes in the organizational hierarchy and by extension, the employee records associated with those nodes. A user granted access to a node will only be able to see employee records for employees associated with that node and any nodes below the node where they are assigned.
3. Configure Management Platform to associate employee records with an organizational node based on the value in the security key field of the employee record. All records without a security key value matching a security key value assigned to an organizational node will be inaccessible in the Management Platform to any user, regardless of the user’s organizational hierarchy association(s).

#### Assumptions

1. Client’s organizational hierarchy will be a maximum of five (5) levels deep. An example of the levels and the relationship between them is shown below:
  - Level 1 (e.g. Corporate)
    - Level 2 (e.g. VP Region)
      - Level 3 (e.g. Director Region)
        - Level 4 (e.g. Supervisor Area)
          - Level 5 (e.g. Store)
2. Every Data file submission must include all records as each import will reset all permissions and association with the organizational hierarchy for each of the imported users.
3. Data files will be imported a maximum of one time per day.
4. All users imported via the Data file will be licensed as “DataBook Viewers”. “DataBook Explorer” users will be manually maintained outside of this feed including the permissions of the explorer users and each user’s association within the hierarchy.
5. All imported Viewer users will have the same role in the platform. This means that each of these users will have the same functional permissions and Data access permissions will only differ through the application of filtering the complete results set based on the given user’s position in the hierarchy.
6. Client will provide Data in a Comma-Separated-Value (CSV) file format.
7. Client will provide Data files in the format defined in the Management Platform file specification.
8. Client will provide all required files for the Org Security Service for each load into the Management Platform.
9. Client will validate all Data extracts prior to delivering to EWS.
10. Data will be reloaded a maximum of three times during the configuration of the Management Service to accept client-provided Data files. Additional loads of Client Data during the configuration and validation efforts will result in EWS charging Client for continued efforts at a rate of \$1,500 per file, per load. Client will be notified prior to EWS charging Client for these efforts.
11. All applicable assumptions set forth in Schedule A and this Schedule B apply

#### **Modification to the Service Description Overview**

TALX reserves the right to modify the Management Platform from time to time, provided that any such modification applies in an identical manner to all other clients of the Management Platform and the changes made will only enhance and not reduce the quality of the Management Platform. If the modification shall be a substantial change from this Service Description Overview, TALX shall provide notice of the change to Client. A substantial change shall be a change which is inconsistent with this Service Description Overview. A change that does not alter functionality of the Management Platform, such as a change for upgraded security of Data, is not a substantial change. Client may terminate this Schedule A and B by notice given to TALX within thirty (30) days after notice of an amendment to the Service Description Overview, and termination shall be effective ninety (90) days after notice is provided unless Client provides for an earlier or later effective date of termination in the notice of termination. Absence of such termination shall constitute Client’s agreement to the modified Service Description Overview.

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

**CONTRACT FOR PURCHASE OF SPECIAL EDUCATION SERVICES**

This contract, entered into this day **April 14, 2015** 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 ~~██████████~~ as 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 a day **2** days per week

2. The AGENCY shall perform these services at: **2310 E. 4<sup>th</sup> Street, Duluth, MN**

3. The approximate date the service will begin is **December 1, 2014**, and

shall not extend beyond **May 28, 2015**; the contract not to exceed a total of  
**7 weeks** of service and a total cost up to **\$240.00**.

4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as

follows: Upon receipt of monthly/quarterly billing statement

5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as

follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15<sup>th</sup> of each month for the preceding month.

**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

WC Hanson,  
C.F.O. Executive Director of Business Services

Date 4/14/15

Special Services Department 215

N. 1<sup>st</sup> Ave. East

Duluth, MN 55802

By Laura (Fudrickson)  
Director

Date April 2, 2015

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 14th day of April, 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and Nathaniel Robert Wilson, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 1, 2015, and shall remain in effect until June 30, 2015, 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.** 5-day Artist-in-Residency with embedded Professional Development in 8th grade Art classes at Ordean East Middle School and Lincoln Park Middle School to develop "Cultural Self-Portraits," 4-day "Black Book Cultural Expression Sketch" after-school program, and also a 2-hour Professional Development Training with District-Wide Art teachers on Diverse Perspectives in Art - Cultural Considerations in Art as a Profession.
3. **Background Check.** (Applies to contractors working independent with students)
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 (including but not limited to travel, meals, and lodging) in performing said obligations at a rate of \$1200.00/day up to a sum not to exceed \$7,500.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
  - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
  - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Nathaniel Robert Wilson; 2043 W Pasadena Ave #1 Phoenix, AZ 85015; 651-468-1387.

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.

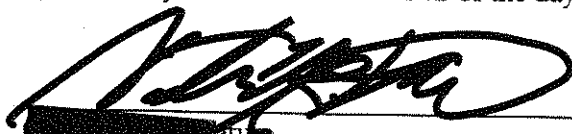
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

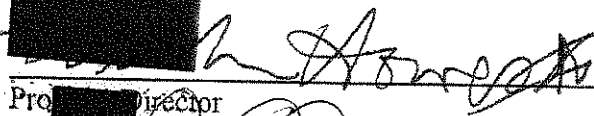
**Workers' Compensation Insurance:** Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

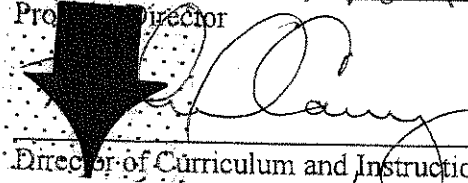
**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT**, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

  
\_\_\_\_\_  
Signature SSN/ Tax Identification Number


4-15-15  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Project Director

4/15/15  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Director of Curriculum and Instruction

4/16/15  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Director of Business Service / Superintendent of Schools

4/17/15  
\_\_\_\_\_  
Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 12th day of February, 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and Men As Peacemakers, 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 March 1, 2015, and shall remain in effect until April 31, 2015, 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 2015 Women's Welding project is an extension of programming that started in 2010. Each year the project is a huge success where girls not only learn new career skills, but also are better prepared for college through the completion of a college course. The Women's Welding Project will take place at a local technical college.

Some goals of this project are as follows:

- Support the idea of college and encourage the girls to consider a college career or further education beyond high school. By receiving a college credit, the girls are encouraged to continue to further their education past high school.
- Introduce the girls to a traditionally male dominated field and offer an opportunity to interact with a positive female role model (the instructor) who is succeeding in a traditionally male dominated field.
- Empower: Working on a hands-on project to create a tangible object while working with large machines, fire, and tools is empowering.
- Create a team building and trust building opportunity, expanding positive relationships between the girls and female participants.
- Community Colleges are typically small campuses, with good student/teacher ratios. This is a good potential match for the girls in the program.
- The welding program is short (under 1 year) and gives the opportunity to have a high paying job upon graduation. This is a good potential match for the girls in the program.
- Community resources will collaborate, providing girls with opportunities to connect with other adult community members and intervention programs. This program would be collaboration with the following community programs: Men As Peacemakers, Denfeld High School, and Integration Specialist Program and Achievement Center Program - Office of Education Equity.

The course will begin in March 2015. The course will meet five times for 3-4 hours per session. This will be a pass/fail partial college credit course. All girls who complete the course will receive a college ID and college Welding credit.

The following is a detailed approximate budget plan:

\$2700.00 costs for 14 girls to attend the class (college participation costs), earn college credit and cover necessary learning materials costs.

\$200.00 costs for transportation for 14 girls.

Total amount: \$2900.00

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$2,900.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

- a. Payment shall be made by the District in the amount of two thousand nine hundred and dollars upon approval of contract by district and 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: Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail: Men as Peacemakers, Attention: Elena Bantle, 205 W 2<sup>nd</sup> St Suite 15, Duluth, MN 55802.

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.

X [Signature] \_\_\_\_\_  
[Redacted] SSN/ Tax Identification Number

3/10/15  
Date

[Signature] \_\_\_\_\_  
Proc Director

2/17/15  
Date

[Signature] \_\_\_\_\_  
Director of Curriculum and Instruction

4/16/15  
Date

WCHanson \_\_\_\_\_  
Director of Business Service / Superintendent of Schools

4/17/15  
Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 17th day of April, 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and Chang'aa Mweti, 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 April 17, 2014, and shall remain in effect until June 30, 2015, 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.** Chang'aa Mweti will provide classroom presentations and in after-school programming within the Lowell and Lincoln Park Middle schools of the Duluth Public Schools.

Using power of narratives students will be exposed to different cultural perspectives and people of different ethnicities.

Themes covered will include: Bullying, Respect, Leadership, Cultural Responsibility, Being a role model, Being in transition, Building skills toward being a middle school student.

3. **Background Check.** Not Applicable.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$1,400.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

Contractor will be paid in the following manner. Contractor will submit an invoice to the Office of Education Equity monthly for payment. Payment will be made in the amount of \$100.00 per hour. Maximum billable time per event is equal to Student/presentation time of six hours in any given day this contract will exclude preparation and travel time.

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 Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail care of Chang'aa Mweti, 2027 Dunedin Ave, Duluth, MN 55803.

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.

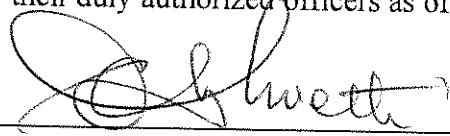
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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.

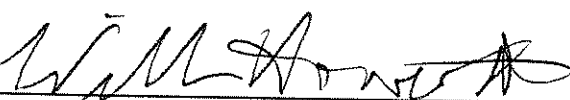
**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations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

  
SSN/ Tax Identification Number

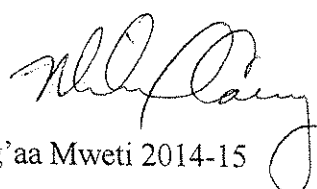
4/17/15  
Date

  
Program Director

4/24/15  
Date

  
Director of Business Service / Superintendent of Schools

4/27/15  
Date

  
Contract Chang'aa Mweti 2014-15

4/24/15



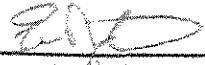
## Interpreting Services Agreement

THIS INTERPRETING SERVICES AGREEMENT ("Agreement") is entered into effective April 15, 2015 ("Effective Date"), by and between Duluth Public Schools ISD-709 ("District"), and Emily Engel ("Consultant").

The parties agree as follows:

1. Consultant shall perform the following tasks: Deaf Hard of Hearing Interpreter for Special Education ("Services"), as requested by District.
2. Consideration and Conditions of Payment
  - a. In consideration for Services provided under the terms of this Agreement, District shall pay Consultant as follows:
    - i. For Services provided during regular school hours of 7:30 a.m. to 3:30 p.m. Monday through Friday, a rate of \$40 per hour.
    - ii. For Services provided outside regular school hours (early morning prior to 7:30 a.m., evenings after 3:30 p.m., or Saturday or Sunday), a rate of \$44 per hour.
    - iii. In the event District requests, or Consultant provides, Services for less than two hours, District agrees to pay a minimum fee of the applicable hourly rate times two hours.
    - iv. For partial hours, District agrees to pay the applicable hourly rate prorated to the nearest half-hour. For example, if Services are provided until 3:15, p.m., shall pay Consultant half the hourly rate (as if Services were provided until 3:30 p.m.).
  - b. District shall request Services from Consultant via text message or email, with as much advance notice as possible. If District cancels scheduled Services less than 48 hours before the service date, Consultant will invoice District, and District agrees to pay Consultant, for the scheduled hours in accordance with this Section 2. Consultant will not invoice District for scheduled Services that are cancelled 48 hours or more before the service date.
  - c. Consultant shall invoice District monthly for Services provided in the prior month. District agrees to pay Consultant within 30 days of the date of each invoice received from Consultant. **TOTAL VALUE OF THIS CONTRACT SHALL NOT EXCEED \$6,000.**
3. This Agreement shall become effective on the Effective Date above, and shall remain in effect until June 30, 2016 ("Term"). This Agreement may be cancelled prior to the end of the Term by either party, upon thirty (30) days written notice and without showing cause. District shall pay Consultant for any Services provided and invoiced prior to the end of the Term or earlier termination date, as applicable.

4. Contractor acknowledges that District shall neither pay nor withhold federal, state or local income tax or payroll tax of any kind on behalf of the Contractor. Contractor shall not be treated as an employee for the Services performed under this Agreement for federal, state, or local tax or any other purposes.
5. No changes may be made in the terms or conditions of this Agreement, except by the mutual, written consent of the parties. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.
6. Any dispute arising under this Agreement shall be governed by the laws of the State of Minnesota.

Emily J. Engel		4/16/15
Consultant's Name	Consultant's Signature	Date
W. Hanson	Bill Hanson	4/20/15
District's Representative	Representative's Signature	Date



## DULUTH PUBLIC SCHOOLS

*Preparing all students for successful lives in the twenty-first century . . .  
success in the workplace, success in the home, and success in the community*

### AGREEMENT

**THIS AGREEMENT**, made and entered into this 16 th day of April 2015, by and between Independent School District #709, a public corporation, hereinafter called District, Brad Gustafson, 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 on: June 9, 2015 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.** Prepare and deliver one keynote presentation and one break out session on June 9, 2015 at the Duluth School Summer Tech Camp regarding issues associated with technology in the schools.
3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed fifteen hundred dollars (\$1,500.00). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
4. **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.
5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

7. **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.

10. **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.

11. **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 Technology Department, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail in care of: Brad Gustafson

Address: Adjusting Course, LLC - Dr. Brad Gustafson  
11770 - 47<sup>th</sup> Circle NE, Saint Michael, MN 55376

Email: [adjustingcourse@gmail.com](mailto:adjustingcourse@gmail.com) Phone: 507-626-4181

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 the District.

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

13B. DISTRICT WILL VIDEO TAPE KEYNOTE AND PROVIDE LINK TO SPEAKER.

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.

15. **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.

16. **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.

17. **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.

18. **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.

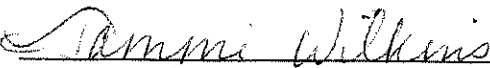
**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations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

  
Brad Gustafson, Contractor

  
SSN / Tax Identification Number

4-23-15  
Date

  
Tammi Wilkins, Program Director

4-24-15  
Date

  
Director of Business Service / Superintendent of Schools

4/28/15  
Date

# Memorandum

**To:** Bill Hanson

**From:** Kerry M. Leider



**Date:** April 13, 2015

**Re:** Quote #4196-- Motorized Roller Window Shades at Ordean East Middle School

Attached are two (2) copies of the Agreement between Independent School District #709 and Custom Drapery and Blinds by Michael Esch to provide all labor, material, equipment and services to furnish and install three (3) motorized roller window shades in the pool area at Ordean East Middle School per Quote #4196. The total estimated cost of this service is \$8,154.00.

I am recommending approval of the agreement with Custom Drapery and Blinds by Michael Esch. After review and if you concur, please sign both copies of the Agreement and return them to the Facilities Management office for processing.

Attachments



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 3<sup>rd</sup> day of April, 2015, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and Custom Drapery and Blinds by Michael Esch, 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 April 3, 2015, and shall remain in effect until August 17, 2015; installation shall occur no earlier than July 20, 2015 and must be completed by August 17, 2015, 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 all labor, material, equipment and services necessary to furnish and install three (3) motorized roller window shades in the pool area at Ordean East Middle School per Quote #4196.*
3. **Contract Documents.** It is understood that this Contract consists of the following:
  1. Printed Memoranda of Agreement and Title Sheet;
  2. Advertisement for Quotes, Contractor's response, and Tabulation;
  3. Contractors Insurance Policy;
  4. Supplementary Conditions and Insurance Requirements; and
  5. Any other documents identified by ISD 709.
4. **Background Check .** *(Does not apply)*
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 \$8,154.00. 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 Kerry M. Leider, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Custom Drapery & Blinds by Michael Esch, 1149 Riverwood Drive, Burnsville, MN 55337

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 bidding 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, due to violation of the terms of this agreement, 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>
William Hanson	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 Spooner	Supervisor of Maintenance and Construction

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

CUSTOM DRAPERY & BLINDS BY  
MICHAEL ESCH

\_\_\_\_\_  
Program Director

WC Hanson  
CFO/Executive Director of Business Services

\_\_\_\_\_  
By

Michael Esch  
managing member  
Title

9638930  
Taxpayer Identification Number

# Memorandum

**To:** Bill Hanson

**From:** Jason M. Barsness 

**Date:** April 21, 2015

**Re:** Packing, Transportation and Disposal of Hazardous and Non-Hazardous Waste at Morgan Park Middle School – Bay West LLC

Attached are two (2) copies of the Project Service Agreement between Independent School District #709 and Bay West LLC for the packing, transportation and disposal of the hazardous and non-hazardous waste at Morgan Park Middle School per Bay West Proposal Number P150239. The total estimated cost of this service is \$1,861.30.

I am recommending approval of the agreement with Bay West LLC. After review and if you concur, please sign both copies of the Agreement and return them to the Facilities Management office for processing.

Attachments

## PROJECT SERVICE AGREEMENT

This Agreement, made and entered into this 15 day of April, 2015, by and between Duluth Public Schools ("Client"), and Bay West LLC ("Bay West").

NOW, THEREFORE, in consideration of the foregoing and the mutual undertakings that follow, the parties agree as follows:

### 1. Scope of Work

- 1.1 The scope of emergency response work will be based on the written and/or verbal work orders of Client, its agent(s) and/or representative(s) to Bay West. Bay West shall provide labor and materials and furnish specialized services and equipment to the extent required to perform Client's requested services in a workman-like manner. The services that Bay West may be requested to perform include, without limitation, the following:
- a) environmental services;
  - b) industrial services;
  - c) environmental emergency response including containment, neutralization, decontamination, recovery, cleanup, and repackaging of material; and
  - d) obtaining transportation, storage, treatment, and disposal of non-hazardous, special, or hazardous waste.

Client may provide a detailed scope of work as described below:

Job # J150239 – Morgan Park pool chemicals transportation and disposal

- 1.2 Bay West shall make its own determination as to the precautions appropriate for any material, but Bay West shall accept Client's determination in a particular situation that a material is hazardous and shall handle it accordingly, whether or not Bay West agrees the particular material involved meets the definition of hazardous under applicable laws and regulations.

### 2. Term and Termination

- 2.1 This Agreement shall be in effect until otherwise terminated. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' prior written notice to the other party; provided, however, any outstanding Order(s) shall remain in full force and Bay West shall complete the work on such Order(s). Upon termination, Client shall pay for all services completed by Bay West in accordance with this paragraph. In addition, either party may terminate this Agreement immediately if the other party becomes insolvent, has a trustee or receiver appointed for any of its assets, makes an assignment for the benefit of creditors, or has a bankruptcy petition filed by or against it.

### 3. Compensation

- 3.1 Client agrees to pay Bay West for the Services in accordance with the Fee Schedule and/or Proposal attached to this Contract as Exhibit A. Costs are meant to include subcontractors and all disbursements of every kind that Bay West is called upon to make in the execution of this Contract. Changed conditions or additions to the scope of work will be subject to change orders providing for additional compensation in accordance with the terms of this section.

Exhibit A (check appropriate box):

☐ Emergency Response Fee Schedule

☒ Standard Fee Schedule

☐ Other: Estimate attached



#### **4. Payment**

- 4.1 While performing services pursuant to an Order, Bay West shall submit invoices and any applicable supporting documentation on a periodic basis. Payment shall be due within thirty (30) days from the invoice date. Interest at the rate of 1.5% per month shall accrue on any outstanding principle balance on invoices remaining unpaid commencing 30 days after the date of invoice.
- 4.2 Bay West understands that our Clients often pursue cost recovery actions for emergency response activities with their insurance company or other third parties. Please note, however, that Bay West requires payment within the aforementioned 30-day period regardless of whether the Client pursues cost recovery via a third party. If Client disputes Bay West's determination for the compensation due in an invoice, the undisputed portions shall be paid to Bay West within the thirty (30)-day payment period, and Client shall inform Bay West in writing within said thirty (30)-day payment period of the items and amounts in dispute. If Client and Bay West are unable to resolve the disputed items, the dispute shall be submitted to mediation as hereinafter provided. No portion of the compensation set forth in the invoice for payment shall be retained by Client for any reason or on account of any claim, set-off, or security. Client agrees to pay a late-payment penalty of 1.5% per month of any invoice amount unpaid thirty (30) days after the invoice date unless the unpaid amount is a disputed amount referred to mediation.
- 4.3 Bay West reserves the right to cease any further work for Client if the event any Bay West invoice is not paid within thirty (30) days of the date of the invoice.

#### **5. Independent Bay West**

- 5.1 Bay West is and shall be an independent contractor in performing the services and shall not act as an agent or an employee of Client. Bay West shall be solely responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions, insurance and taxes, if any. Bay West shall not have any right or authority to make any representation or to assume or create any obligation, express or implied, on behalf of Client.

#### **6. Permits, Documentation, Records, and Audit**

- 6.1 Upon request, Bay West shall submit to Client copies of all applicable licenses, permits and approvals issued by any governmental authority to Bay West necessary for performance of the work.
- 6.2 Upon request, Bay West shall provide Client with copies of all documents relating to the services performed.
- 6.3 Bay West shall maintain complete, true and correct records in connection with each service performed and all transactions relating to each service. Bay West shall retain all such records for five (5) years after each Order has been fulfilled or for any longer period of time required by law.

#### **7. Representations**

- 7.1 Bay West represents as follows:
- a) Bay West has the capability, experience, and means necessary to perform the services contemplated by this Agreement. Services will be performed using personnel, equipment, and material qualified and suitable to do the work requested.
- b) Techniques for investigating, mitigating, or remediating hazardous, toxic, radioactive, pollutant, or irritant conditions are rapidly evolving and new solutions are continually being developed. Likewise, the standards and regulations being imposed by various government entities are subject to rapid and continuing change. Given this dynamic situation, Bay West will perform the Work consistent with that level of care and skill ordinarily exercised by members of its profession currently practicing under similar conditions. NO OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IS MADE RESPECTING THIS AGREEMENT OR THE EQUIPMENT, DOCUMENTATION, REPORTS, AND SERVICES TO BE PROVIDED HEREUNDER, OR THE DELIVERY, USE, OR PERFORMANCE THEREOF.
- c) Sampling procedures employed by Bay West during the Work can indicate actual conditions only at the precise locations from which, and only at the time, samples are taken. Bay West may make inferences based upon the results of sampling or related testing to form a professional opinion of conditions in areas beyond those from which samples were taken. However, because a sampling program cannot prove the non-existence or non-presence of conditions or materials, Bay West cannot warrant, represent, or certify the non-existence or non-presence, or the extent of existence or presence, of conditions or materials, and Client's obligations under this Agreement will not be contingent upon Bay West's delivery of any warranties, representations, or certifications.
- d) If requested to provide recommendations for transport, treatment or disposal of wastes, Bay West agrees to recommend only facilities recognized by the U.S. Environmental Protection Agency and the appropriate State jurisdiction as having all necessary licenses and permits.



7.2 Client represents as follows:

- a) Where an Order includes coordinating transportation or disposal of waste belonging to Client, Client will provide Bay West with all known relevant information in its possession concerning the composition, quantity, toxicity or hazardous properties of such waste for which services are requested. Client is and at all times shall remain responsible for the accuracy of information transmitted to Bay West or to the disposal facility or both regarding the composition of the waste unless the information originates with Bay West, and Client will notify Bay West at all times of any new information not previously transmitted regarding the composition of such waste.
- b) If Bay West determines that the information provided it by Client differs from the actual characteristics of the waste, Bay West shall promptly notify Client of that fact, and the waste involved shall be regarded as non-conforming material. Client and Bay West shall endeavor to agree upon a lawful manner for the disposition of the non-conforming material, and if they are unable to reach an agreement, the non-conforming material will be returned to Client or its designee, and Client shall bear the cost of returning the material.
- c) Client shall retain title to its waste until such waste is accepted by a disposal facility. Whether or not accepted by a disposal facility, any waste rejected by a disposal facility will cause title to such waste to remain with Client.
- d) Any disposal facility selected shall have been selected by Client, and Bay West's services in connection with recommending a disposal facility and arranging for the use of such facility for the disposal of Client's waste shall not be deemed as constituting management of Client's waste by Bay West nor the selection of the disposal facility by Bay West. Nothing herein will be construed or interpreted as requiring Bay West to assume the status of generator, storer or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., as amended, or within any state statute governing the treatment, storage, or disposal of waste.
- e) Client will obtain access to any site including any third party property necessary for Bay West to perform the Services.

**8. Assignment**

- 8.1 Neither party shall assign this Agreement without the prior written consent of the other. Bay West may upon giving notice to client subcontract portions of this work as customary.

**9. Indemnification/Damages**

- 9.1 Bay West agrees to indemnify and hold harmless Client and its officers, directors, employees and agents from and against any and all losses, damages, claims, liabilities, costs, and expenses, including reasonable legal fees to the extent caused by the negligence or willful misconduct of Bay West or its agents, employees, or subcontractors in the performance of the Services.
- 9.2 Client agrees to indemnify and hold harmless Bay West and its officers, directors, employees, and agents, from and against any and all losses, damages, claims, liabilities, costs, and expenses, including reasonable legal fees to the extent caused by (a) the negligence or willful misconduct of Client or (b) the selection of the disposal facility, the profiling of waste, or the strict liability arising as a result of the performance of the Services unless Bay West has acted negligently in performing the Services.
- 9.3 Client recognizes that certain federal, state, or local laws or regulations provide that where multiple parties are considered responsible for any hazardous, toxic, radioactive, pollutant, or irritant condition ("Condition") each may be held liable for the Condition under the doctrines of joint and several liability or strict liability. Client agrees that it is not the purpose of this Agreement that Bay West be exposed to any liability arising out of any pre-contract Condition at the Site, the activities of others, or the non-negligent performance by Bay West of the Work. Accordingly, Client waives any claims and agrees to indemnify, defend, and save harmless Bay West, its agents, employees, or subcontractors from any demands, suits, judgments, expenses, attorney fees, and losses by reason of any injury to persons, death, or damage to property arising in connection with any Condition at the Site. This obligation exists irrespective of whether the Condition was generated or introduced before or after the execution of this Agreement or whether Client was aware of or involved in the generation or introduction of the Condition. This obligation does not apply to any Condition brought to the Site by Bay West or to the extent Bay West negligently contributed to any Condition.
- 9.4 Client and Bay West each agree that neither will be responsible for any incidental, indirect, or consequential damages (including loss of profits) sustained by the other, its successors or assigns.
- 9.5 Nothing herein will be deemed a waiver of any statutory limitation of liability or any obligation set out in this Agreement.
- 9.6 Bay West's liability for claims by the Client will not exceed the total sum of \$100,000.00 or the total payments received from the Client for the Work, whichever is greater.



**10. Insurance**

- 10.1 Upon request of Client, Bay West shall furnish to Client copies of insurance certificates evidencing that Bay West maintains statutory and/or appropriate insurance coverages for the following categories: Worker's Compensation, Employer's Liability, Automobile Liability, Commercial General Liability, Professional Liability, and Contractor's Pollution Liability.

**11. Confidentiality**

- 11.1 Client shall treat as confidential, information and data furnished to Client in connection with this Agreement by Bay West marked "Confidential" that relate to Bay West's technology, formulae, procedures, processes, inventions, and computer programs. Client shall not disclose the confidential information to any unaffiliated third party.
- 11.2 In the course of performing services under this Agreement, Client may disclose to Bay West, or Bay West may otherwise acquire, business or technical information Client considers confidential or proprietary. Bay West will maintain in confidence all such information and will not disclose the information to others. Bay West will further maintain in confidence the details of the work it is performing for Client specifically including the type of service being performed and the materials being handled, except as otherwise required by law or waived in writing by Client. Bay West will not use any of the above information for any purpose other than the performance of services for Client. Upon Client's request, Bay West shall return all reports, drawings, plans and other documentation furnished to Bay West by Client, and any copies thereof. Bay West may, however, retain one copy of any document prepared by or furnished to Bay West in connection with the performance of services under this Agreement in the files of its legal department for record purposes only.
- 11.3 Nothing contained in this Agreement shall prevent either Client or Bay West from disclosing to others or using in any manner information which (a) was known to the receiving party before disclosure by the other party, (b) is part of the public domain or becomes part of the public domain through no act or omission of the receiving party, or (c) has been or is furnished to the receiving party by a third party, other than one acting directly or indirectly for or on behalf of Client or Bay West, who is not under an obligation of confidentiality to the disclosing party.
- 11.4 In the event either party is required by a court or governmental authority to disclose any information received from the other party that is deemed by this Agreement to be confidential, the receiving party shall give prompt written notice to the other party, if possible, and allow the other party the opportunity to resist the disclosure.

**12. Force Majeure**

- 12.1 Neither party shall be deemed in breach of this Agreement to the extent that a delay or failure in the performance of its obligations results from any cause beyond its reasonable control. Such causes include acts of God, war, riot, fire, explosion, accident, adverse weather conditions, strikes, lack of adequate supplies or transportation, labor or workforce shortages, and acts of governmental authorities.
- 12.2 The party asserting a right to suspend performance under this Agreement due to a force majeure cause shall promptly notify the other party of the cause, the performance suspended, and the anticipated duration of the suspension.
- 12.3 Upon receipt of the notice set forth in Section 12.2, the party who received the notice may elect to (a) terminate the affected service or any part thereof or (b) suspend the affected service or any part thereof for the duration of the force majeure condition. In the latter event, performance shall be resumed once the force majeure condition ceases. Unless written notice is given by the non-affected party within thirty (30) days after being notified of the force majeure condition, the party shall be deemed to have elected option b. In the event the non-affected party chooses or is deemed to have chosen option b, it may at any time thereafter terminate the affected service or any part thereof upon fifteen (15) days' notice.

**13. Utilities**

- 13.1 Bay West will take reasonable precautions in locating and identifying all subterranean structures or utilities and to avoid damage or injury to subterranean structures or utilities. However, Bay West may reasonably rely on Project Information and information provided by local utilities related to structures or utilities and will not be liable for damages incurred where Bay West has proceeded with reasonable precautions and in reliance on that information.

**14. Use of Reports and Records**

- 14.1 Reports and Records generated under this Agreement in association with the performance of the services will be intended for a specific purpose and directed to persons and entities specifically stated in the report or record. Upon payment, Client will become the owner of those reports and records, but they should only be used in connection with the intended use. Any other use or distribution to third parties not specifically named in the Report or Record shall be at Client's sole risk. Client agrees to indemnify, defend and hold Bay West harmless from any and all claims, damages, and costs arising out of Client's use of any Report or Record for any purpose other than intended or the distribution to any third parties not specifically named in the Report or Record.





**15. Mediation**

- 15.1 The construction of this Agreement and any controversies, claims, disputes, or litigation arising from or related to work to be performed under an Order are governed by the laws of the state of Minnesota. All litigation shall be commenced in the courts of Ramsey County, Minnesota or the United States Federal District Court for the District of Minnesota, and the parties hereby agree that venue in those courts is exclusive and proper.
- 15.2 In the event of a dispute, the parties agree that as a condition precedent to instituting litigation they will submit the dispute to non-binding Mediation. In the event that the requirement of mediation will allow the applicable statute of limitations to expire, the party pursuing the dispute may serve the demand for mediation with the Summons and Complaint.
- 15.3 If either party demands that a dispute be resolved through mediation, a notice of demand for mediation shall be presented to the other party, in writing with an explanation of the dispute. A mediator shall be mutually agreed upon within thirty (30) days of receipt by the non-demanding party of the notice of demand for mediation. If a mediator cannot be mutually agreed upon by such date, either party may request the appointment of a mediator by the American Arbitration Association.
- 15.4 The costs of mediation shall be borne equally by both parties unless the parties at mediation agree to an alternate distribution.
- 15.5 In no event shall a demand for mediation be made after the date in which institution of legal or equitable proceedings based upon such a dispute would be barred by the applicable statute of limitations.

**16. Entire Agreement**

- 16.1 No waiver of or failure to enforce any term of this Agreement shall affect or limit a party's right thereafter to enforce and compel strict compliance with every term.
- 16.2 The headings in this Agreement are for the purposes of convenience and ready reference only and shall not be deemed to expand or limit the particular sections to which they pertain.
- 16.3 In the event any part of this Agreement shall be judged invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of this Agreement.
- 16.4 This Contract represents the entire understanding and agreement between the parties regarding the subject matter hereof, and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding the subject matter hereof. In no event shall any other terms or conditions found on a purchase or work order or similar document, or any Contractor document be considered an amendment or modification of this Contract. This Contract shall inure to the benefit of and be binding upon the parties and their successors-in-interests and permitted assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month, and year set forth in the first paragraph

CLIENT

Bill Hanson  
(Signature)

By: Bill Hanson  
(Typed name)

Its CFO  
(Authorized Signer's title)

BAY WEST LLC

Jeff Gordon  
(Signature)

By: JEFF GORDON (BayWest)  
(Typed name)

Its Project Manager  
(Authorized Signer's title)

# Memorandum

**To:** Bill Hanson

**From:** Kerry M. Leider



**Date:** April 15, 2015

**Re:** Removal of Facilities Running Through the Parking Lot at Denfeld High School

Attached please find two (2) copies of the email Proposal between Independent School District #709 and Minnesota Power to remove the facilities running through the parking lot at Denfeld High School. The total estimated cost for this work is \$17,900.00.

I am recommending approval of the Agreement with Minnesota Power. If you concur, please sign both copies and return them to the Facilities Management office for processing.

**Attachments**

## Trent Prigge

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**From:** Joshua Guck (MP) <jguck@mnpower.com>  
**Sent:** Monday, April 06, 2015 2:34 PM  
**To:** Trent Prigge  
**Subject:** RE: Denfeld High School Utility Pole Removal

Hi Trent,

I have an estimate of \$17,900 to remove the facilities running through the Denfeld Parking Lot. This estimate will allow for the construction of two 3-phase primary dead ends (crossarms, down guys, span guys, span guy pole, and 1 pole replacement) and the removal of 3 poles, 2,000 feet of 336 ACSR, 200 feet of #2 triplex, and 2 transformers.

We can discuss the plan in more detail at tomorrow's meeting. Let me know if you have any questions.

Thanks,  
Josh

**From:** Trent Prigge [mailto:Trent@nce-duluth.com]  
**Sent:** Tuesday, March 31, 2015 10:04 AM  
**To:** Joshua Guck (MP)  
**Subject:** Denfeld High School Utility Pole Removal

[ ALERT – External Email – Handle Accordingly ]

Josh,

I left you a message earlier this morning about a utility pole removal project at Denfeld High School. There are two utility poles that are in the middle of a driving lane in the parking lot near Grand Avenue. I have attached an exhibit labeling which poles are to be removed and where we were thinking we could switch from above ground to below ground. The distance that we would like to change from above ground to below ground is approximately 325 lineal feet. I'm wondering if you have any recommendations and if you could prepare some kind of cost estimate I can present to the school district.

Please give me a call at the number below when you've had a chance to look at this.

Thanks,

-Trent

**Trent Prigge, E.I.T.**  
102 South 21<sup>st</sup> Avenue West, Suite 1  
Duluth, MN 55806  
[Trent@nce-duluth.com](mailto:Trent@nce-duluth.com)  
T: 218.727.5995  
F: 218.727.7779

OK to Proceed  
Jug 11/1/15

X WCHanson

# Memorandum

**To:** Bill Hanson

**From:** Kerry M. Leider



**Date:** April 15, 2015

**Re:** Removal of Aerial Coaxial and Fiber Cable from Poles to Place Them Underground at Denfeld High School

Attached please find two (2) copies of the Proposal between Independent School District #709 and Charter Communications to remove the aerial coaxial and fiber cable from the poles in the parking lot and place them underground at Denfeld High School. The total estimated cost for this work is \$24,604.96.

I am recommending approval of the Agreement with Charter Communications. If you concur, please sign both copies and return them to the Facilities Management office for processing.

Attachments



PROPOSAL

4102015

DATE:

4/10/2015

## PROPOSAL

Name **ISD 709 - Kerry Leider**  
 Address **Denfeld High School**  
 City **Duluth**  
 Phone

**Make Checks Payable to Charter Communications ATTN:**

Name **John Quade**  
 Address **640 Garfield Ave**  
 City **Duluth MN 55802**  
 Phone **218-529-8042**

Qty	Units	Description	Unit Price	TOTAL
1	EA	Material	\$2,257.98	\$2,257.98
1	EA	Engineering / In House Labor	\$4,422.40	\$4,422.40
1	EA	Activation	\$335.98	\$335.98
1	EA	Contract Labor	\$10,931.97	\$10,931.97
1	EA	Fiber splicing and Labor	\$6,656.63	\$6,656.63

**Approval**

*WCHanson*

**Notes/Remarks**

SubTotal	\$24,604.96
Shipping & Handling	
State Sales Tax	
Local Sales Tax	
<b>TOTAL</b>	<b>\$24,604.96</b>

Labor and materials for aerial coaxial and fiber cable to be removed from poles in parking lot and placed underground.

# Memorandum

**To:** Bill Hanson

**From:** Kerry M. Leider



**Date:** April 15, 2015

**Re:** Relocation of Aerial Telecom Facilities to Place Them Underground at Denfeld High School

Attached please find two (2) copies of the Special Construction Proposal between Independent School District #709 and CenturyLink related to relocating the aerial telecom facilities to place them underground at Denfeld High School. The total estimated cost for this work is \$12,063.72.

I am recommending approval of the Agreement with CenturyLink. If you concur, please sign both copies and return them to the Facilities Management office for processing.

Attachments



Contract No No  
Job Authorization No E749563  
CTL Affiliate: Qwest Corporation

### Special Construction Proposal

Date: 4/14/2015	
Billing Address:	Work Location:
Customer: ISD 709 / Denfeld High School	401 44th Avenue W
Attention: Kerry Leider	County ST LOUIS
215 North 1st Ave E	DULUTH, MN
Duluth, MN 55811	

This Proposal is governed by the terms and conditions set forth herein as well as any applicable state or federal tariffs filed with the appropriate state or federal regulators. Description and/or specifications of work to be performed by an operating affiliate of CenturyLink Inc. ("CenturyLink") under this Proposal ("Work") is as follows:

\*\*\*\*\*Request for CenturyLink Facility Relocation Denfeld High School\*\*\*\*\*

Work at the site will include removing 500 feet of aerial copper cable, placement of 600 feet of new 100-pair cable, 30 feet of riser guard, (2) new pole anchors and (2) new pole guy wires. New cable placement will require 500 feet of directional bore under the parking lot. When the new facilities are in place, all working circuits will be cut over from the old facilities to the new facilities.

Advance Payment (required before work begins): \$12,063.72

Total Charges: Twelve Thousand Sixty-Three Dollars and 72/100

For the Work performed hereunder, Customer will be responsible for these Charges only, unless a Change Order is signed by both parties. All Charges shall be paid prior to commencement of the Work ("Advance Payment"). All past due undisputed accounts will be assessed a late fee at 14% APR. Where applicable, Customer shall also be responsible for foreign, federal, state and local taxes assessed in connection with the Work, including without limitation, all use, sales, value added, surcharges, excise, franchises, commercial, gross receipts, license, privilege or other similar charges, whether charged to or against CenturyLink or Customer, but excluding any taxes based on CenturyLink's net income.

For **Governmental Customers only**, CenturyLink will submit an invoice of charges upon completion of the Work, payable within forty five (45) days of receipt. Past due undisputed amounts will be assessed a late fee of 14% APR or such lesser amount if required under applicable state and/or federal law.

\*Note If applicable, the Work proposed here is separate from any work that may be performed pursuant to any other order or agreement, including but not limited to a Pre-Service Request for cell site provisioning. This Proposal may be withdrawn by CenturyLink if not accepted by the Customer within 30 days. Upon execution by both parties, this Proposal and the terms and conditions of any applicable tariffs or Rates and Services Schedules on file with the applicable regulatory authorities shall constitute a binding agreement upon the parties.

CenturyLink  
Authorized Signature: \_\_\_\_\_  
Name Printed/Typed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Customer  
Authorized Signature: Bill Hanson  
Name Printed/Typed: BILL HANSON  
Title: CFO  
Date: 4/16/15