



Professional Growth Customer Agreement

1400 Atwater Drive Malvern, PA 19355

CD8940

08/03/2016

P: 610-722-9745 | F: 888-492-0337

Customer:

Duluth School District 709
215 N 1St Ave E
Duluth MN 55802

Agreement Details:

Pricing Expiration: 11/01/2016
Account Manager: Timothy Jarotkiewicz

Contact: Amy Starzecki
Title: Assistant Superintendent
Phone: (218) 476-2285
Email: Amy.Starzecki@isd709.Org

Initial Term: 2016-2017
Startup Cost Billing Terms: One-Time, Invoiced after signing
Subscription Start Date: Upon Signing days after signed date
Subscription Billing Terms: Annually
Cancellation Terms: 30 Days Written Notice

Pricing Overview:

Startup Cost: One-Time cost due at signing \$40.00
Annual Subscription: Recurring Cost \$796.00

Table with 4 columns: Itemized Description, Unit Price, Qty, Total. Rows include Focus for Observers - Annual Subscription - Calibration and Activation Fee.

Amount Due at Signing (Startup Cost) \$40.00

BY SIGNING BELOW, CUSTOMER CERTIFIES THAT IT HAS READ AND AGREES WITH THE ADDITIONAL TERMS ATTACHED HERETO AND INCORPORATED HEREIN AND SHALL BE BOUND BY THE SAME.

Customer: Duluth School District 709

Frontline Technologies Group, LLC

Name: Bill Hanson

Name:

Signature: [Handwritten Signature]

Signature:

Title: CFO

Title:

Date: 8/4/16

Date:

Tax Exempt? If yes, please provide your exemption number and include a copy of your exemption certificate.

Tax Exempt Number:



1400 Atwater Drive Malvern, PA 19355

# Professional Growth Customer Agreement

CD8940

08/03/2016

P: 610-722-9745 | F: 888-492-0337

## ADDITIONAL TERMS:

1. **Subscription.** Customer is purchasing a non-exclusive, non-transferable, non-assignable, terminable subscription ("Subscription") for use of Frontline's Professional Growth Software(s) ("Software") by Customer and those users Customer registers on the Software as "Designated Users."
2. **Term.** The Subscription shall begin upon the execution of this Agreement and continue through the Initial Term, set forth on the first page of this Agreement. If neither party has given the other at least thirty (30) days written notice of its intent not to renew prior to the end of the Initial Term, or any Renewal Term, the Subscription shall automatically renew for the next year (each, a "Renewal Term").
3. **Payment.**
  1. The Startup Cost set forth on the first page of this Agreement will be invoiced to Customer by Frontline upon execution of this Agreement, but if Customer terminates this Agreement before completion of the implementation process, Frontline will refund the Startup Cost on a pro-rata basis, based on a six (6) week setup schedule. If for any reason Frontline's personnel travel to Customer's facility, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for Frontline's personnel.
  2. The Annual Subscription, set forth on the first page of this Agreement, will be invoiced to Customer by Frontline based on the Customer Sign Date plus the number of days stated in the Subscription Start Date, set forth on the first page of this Agreement. Frontline will render a detailed invoice, showing the Annual Subscription item unit price multiplied by the quantity, as set forth on the first page of this agreement, to yield the actual annual subscription (the "Actual Annual Subscription"). The quantities of any Annual Subscription item of this Agreement are merely illustrative and are based on Customer's usage estimates. Should the number of users change significantly during Startup or during the Initial Term, Frontline will recalculate the Actual Annual Subscription and render an invoice for the difference.
  3. Before the start of any Renewal Term, Frontline will calculate the Annual Subscription by multiplying the actual users entered into the Software by the applicable subscription item unit price, as amended from time to time, to yield the Actual Annual Subscription. Should the number of users on the Software change significantly during any Renewal Term, Frontline will recalculate the Actual Annual Subscription and render an invoice for the difference.
  4. Frontline reserves the right to increase any of the fees after the initial Term, by providing at least thirty (30) days prior written notice of same to Customer.
  5. The Startup Cost, Annual Subscription and any other applicable fees do not include any local or state sales or use taxes, any assessment of which shall be paid by the Customer. Without limiting the foregoing, Customer shall promptly pay to Frontline any amounts actually paid or required to be collected or paid by Frontline pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority. If the Customer claims tax exempt status or the right to remit taxes directly, the tax exempt number must be entered on the first page of this Agreement and the Customer shall indemnify and hold Frontline harmless for any loss occasioned by its failure to pay any tax when due.
4. **Software Assistance.** Frontline shall provide Customer with commercially reasonable: (a) assistance in the initial installation and setup of the Software, and (b) ongoing email assistance and emergency telephone assistance regarding the use of the Software during the Initial Term and any Renewal Term during normal EST business hours Monday through Friday with a four(4) hour response time; but: (i) emergency telephone assistance rendered by Frontline shall only be to Customer's Software Administrator; and (ii) Frontline shall not be required to provide "help desk" support for any questions or assistance that is not directly related to Software.
5. **Software Operation.** Customer acknowledges and agrees that it must properly enter data, information and configure settings within the Software in order for the Software to operate properly. Customer shall be responsible to verify the accuracy of any of the Customer's data, forms, workflow and configuration settings entered on the Software. Frontline does not accept any liability, arising from the inaccuracy of scoring, completeness, use of or reliance on the information contained in the extract of data from web-based SaaS products procured under this Agreement.
6. **Software Administrator.** At all times, Customer must have an employee who has obtained the Software administrator certification training from Frontline and who is certified by Frontline as a Software administrator ("Software Administrator"). If the Software Administrator ceases to serve as such, Customer shall promptly, at its expense, have a new employee obtain Frontline Software administrator certification and be designated as a Software Administrator.
7. **Subscription Restrictions.**
  1. Customer shall not assign, transfer, pledge, sub-license or otherwise encumber or dispose of any of Customer's rights or obligations under this Agreement.
  2. The Subscription does not extend to any individual or entity not a party to this Agreement, any employees of Customer who are not either the Designated Users or the Software Administrator, or any business, school or operation acquired by Customer by merger, consolidation, purchase, operation of law or otherwise, unless Frontline agrees in writing to the extension or assignment of the Subscription. No right is granted for the use or access of the Software by any third party. A transfer of control or ownership of Customer shall be considered a prohibited transfer of Customer's Subscription.
  3. Frontline may assign this Agreement to any third party acquiring all or substantially all of Frontline's assets or stock.
  4. Information regarding Customer's users acquired by Frontline shall be confidential. Aggregated data not relating to individual users of Customer acquired by Frontline in the course of performing this Agreement will be the sole property of Frontline.
8. **Integration.** In the event Customer integrates the Software and a third-party product or service, whether with or without Frontline's assistance, Customer understands and agrees: (a) that Frontline is authorized to provide Customer data to a specified third party or permit such third party to have access to Customer's data, as required to accomplish the integration services; and (b) Frontline is not responsible for, does not warrant, support, or make any representations regarding: (i) third-party products or services, (ii) Customer's data in the possession of third parties, including, without limitation, a third party's storage, use or misuse of Customer data, or (iii) Customer's uninterrupted access to a third party's services due to circumstances outside of the control of Frontline.
9. **Ownership of Customer Content.** Customer represents and warrants that it is the owner of the content it has selected for use in connection with the Software, or has obtained permission for such use from the owner of the content, including but not limited to, evaluation frameworks and/or rubrics uploaded into the Software. As to any content or data made available to Frontline, Customer represents that it has notified and obtained consent from all necessary persons (including but not limited to parents, students, teachers, interns, aides, principals, other administrative personnel, and classroom visitors), and has taken all other actions that may be necessary to ensure that use of the products, services, or related materials provided or produced hereunder complies with all applicable laws and regulations as well as school or district policies.
10. **Third Party Products.** Customer may elect to use ETS Classroom Video Library ("ETS"). ETS may contain links or other access to other third party products or services. Customer's use of any third party's products and/or services is at Customer's own risk, and subject to the ETS Terms of Use found on their website at: <http://www.etsvideo.mylearningplan.com/terms.html#/>. In the event of a conflict between this Agreement and any ETS agreement or the ETS Terms of Use, this Agreement governs.
11. **Indemnity.** Customer shall indemnify Frontline and its officers, directors, employees, and agents and hold them harmless from all claims, expenses, and losses arising from or related to use of content Customer has selected for use in connection with the Software.
12. **Limitation of Liability.**
  1. **THE MAXIMUM LIABILITY OF FRONTLINE, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, ATTORNEYS, OFFICERS AND DIRECTORS, FOR ALL DAMAGES, CLAIMS OR LOSSES WHATSOEVER, INCLUDING THOSE RELATING TO ANY ERROR, FAILURE, MALFUNCTION, OR DEFECT OF THE SOFTWARE, ANY BREACH OF THIS AGREEMENT AND ANY NEGLIGENCE OR OTHER MALFEASANCE BY FRONTLINE SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER TO FRONTLINE DURING THE PAST TWELVE (12) MONTH PERIOD.**
  2. Upon termination of this Agreement for any reason, the provisions of this Section shall survive termination and continue in full force and effect.
13. **Termination.**
  1. Customer may terminate this Agreement at any time, for any reason or no reason, on thirty (30) days prior written notice to Frontline. In the event Customer terminates this Agreement pursuant to this Section, Frontline shall be entitled to retain all monies received from Customer pursuant to this Agreement, to be paid for fees due up to the termination; and shall be relieved of further obligations to Customer. Frontline shall return to Customer, on a pro-rata basis, any fees paid in advance by Customer that were not earned as of the date of termination.
  2. Frontline may terminate this Agreement for any breach by Customer.
  3. Upon termination or expiration of this Agreement, Customer may request a copy of its data that is in Frontline's possession. Upon receipt of Customer's written request, data-scrambling techniques can be employed to remove Customer's, and their End User's, personally identifiable data stored in Frontline's products.
14. **Public Disclosure.** Customer grants to Frontline the right to publicly disclose the fact that Customer is using the Software, for Frontline's advertising and other promotional purposes.
15. **Copyright and Trademarks.** All intellectual property pertaining to the Software, including trademarks and copyrights, is and shall remain the sole property of Frontline and its affiliated companies.
16. **Entire Agreement.** This Agreement states the entire understanding reached between the parties hereto with respect to the subject matter contained herein and supersedes all prior or contemporaneous agreements, understandings, representations and warranties between the parties, and may not be amended except by written instrument executed by the parties hereto.

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 25th day of July, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Dan Gliszinski 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 August 30, 2016, and shall remain in effect until August 30, 2016, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**

Contractor will provide training for District Staff as a Staff Development Day opportunity on August 30, 2016 at Denfeld High School, 401 North 44th Avenue West, Duluth, MN. This opportunity will be for three (3) presentations, 90 minutes each, groups to include: elementary staff, secondary staff, and specialists and special education teachers and staff. The topic of the presentation will be *Energizing Learning Through Educational Neuroscience*.

The schedule for the day is as follows:

8:00 am Welcome by Superintendent Gronseth  
8:35 am Break and Passing Time  
8:45 am Cultural Sharing  
9:55 am Break and Passing Time  
10:05 am Session #1 (first presentation)  
11:35 am Lunch  
12:35 pm Session #2 (second presentation)  
2:05 pm Break and Passing Time  
2:15 pm Session #3 (third presentation)

3. **Reimbursement.**

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

4. **Requests for Reimbursement.**

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

5. **Propriety of Expenses.**

The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

6. **Relationship.**

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

8. **Notices.**

All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Dr. Michael Cary, Director of Curriculum and Instruction, ISD 709, Duluth Public Schools, 215 North 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:

3638 Casson View Avenue, Duluth, Minnesota, 55804

9. **Assignment.**

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

10. **Governing Laws.**

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

11. **Entire Agreement.**

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

12. **Cancellation.**

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

13. **Data Practices.**

Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on

individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

14. **Insurance.** (If applicable)

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

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

**Workers' Compensation Insurance:**

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

**Commercial General Liability:**

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

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

**Dan Glisczinski**



**8/20/16**

Dan Glisczinski, Contractor Signature

SSN/Tax Identification Number Date

*Michael Cary*

*8/22/16*

Dr. Michael Cary, Director of Curriculum and Instruction

Date

*W. Hanson*

*8/23/16*

Director of Business Services/Superintendent of Schools

Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 25th day of July, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Mary Lou Tarvers, 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 July 25th, 2016, and shall remain in effect until June 30, 2017, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Create and coordinate a teacher mentor program for all new teachers entering ISD 709. Recruit and orient the pre-existing pool of trained mentors within ISD 709. Assign trained mentors to new teachers within ISD 709. Orient new teachers to the program and introduce them to their mentor. Coordinate the delivery of monthly meetings to cover professional development topics pertinent to new teachers with the purpose of improving classroom practice. Coordinate and train new mentors following the 2016-2017 school year. For the contract period of July 25, 2016 - June 30, 2017, a district chromebook will be provided that will need to be returned upon completion of the contract and a district ID that allows access to all buildings within the district will be issued prior to the start of the 2016-2017 school year. The Contractor shall work collaboratively with ISD 709 staff, when needed, to obtain information necessary to complete the above listed tasks.

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at a rate of \$21.03 up to a sum not to exceed \$4625 (four thousand six hundred twenty five dollars and 00/100). The District also agrees to reimburse the contractor for mileage incurred as a direct result of the items listed under section 2 of this contract at the current IRS mileage reimbursement rate, not to exceed a total of \$300 (three hundred and 00/100 Dollars), and printing expenses up to \$75.00 (seventy five and 00/100 dollars). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved

unless TIN is provided.

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

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the Director of Curriculum and Instruction, 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 Mary Lou Tarvers.

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.

Mary Lou Jarvers \_\_\_\_\_ 7/26/2006  
Contractor Signature SSN/ Tax Identification Number Date

[Signature] \_\_\_\_\_  
Program Director Date

[Signature] \_\_\_\_\_ 8/4/16  
Director of Curriculum and Instruction Date

[Signature] \_\_\_\_\_ 8/8/16  
Director of Business Service / Superintendent of Schools Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 25th day of July, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Brent Wetzal, 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 August 30, 2016, and shall remain in effect until August 30, 2016, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**

Contractor will provide training for District Staff as a Staff Development Day opportunity on August 30, 2016 at Denfeld High School, 401 North 44th Avenue West, Duluth, MN. This opportunity will be for three (3) presentations, 90 minutes each, groups to include: elementary education staff, secondary education staff, and specialists and special education staff. The area covered will be Flurning - Incorporating Play into Learning.

The schedule for the day is as follows:

8:00 am Welcome by Superintendent Gronseth  
8:35 am Break and Passing Time  
8:45 am Cultural Sharing  
9:55 am Break and Passing Time  
10:05 am Breakout Session 1 (first presentation)  
11:35 am Lunch  
12:35 pm Breakout Session 2 (second presentation)  
2:05 pm Break and Passing Time  
2:15 pm Breakout Session 3 (third presentation)

3. **Reimbursement.**

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services in performing said obligations for the sum not to exceed \$250 (two hundred fifty and 00/100) for all three presentations. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

4. **Requests for Reimbursement.**

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

5. **Propriety of Expenses.**

The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

6. **Relationship.**

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

8. **Notices.**

All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Dr. Michael Cary, Director of Curriculum and Instruction, ISD 709, Duluth Public Schools, 215 North 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:

9. **Assignment.**

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

10. **Governing Laws.**

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

11. **Entire Agreement.**

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

12. **Cancellation.**

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

13. **Data Practices.**

Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on

individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

**14. Insurance. (If applicable)**

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

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

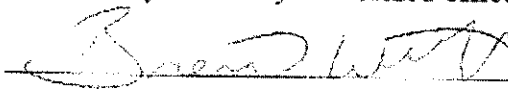
**Workers' Compensation Insurance:**

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

**Commercial General Liability:**

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

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

 \_\_\_\_\_ 8/11/16

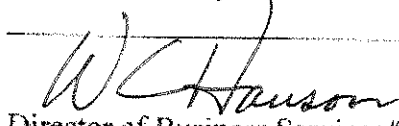
Brent Wetzel, Contractor Signature

SSN/Tax Identification Number Date

 \_\_\_\_\_ 8/16/16

Dr. Michael Cary, Director of Curriculum and Instruction

Date

 \_\_\_\_\_ 8/17/16

Director of Business Services/Superintendent of Schools

Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 25th day of July, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and LSS *Together* for Youth 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 August 30, 2016, and shall remain in effect until August 30, 2016, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

### 2. **Performance.**

Contractor will provide training for District Staff as a Staff Development Day opportunity on August 30, 2016 at Denfeld High School, 401 North 44th Avenue West, Duluth, MN. This opportunity will be for three (3) presentations, 90 minutes each, groups to include: elementary education staff, secondary education staff, and specialists and special education staff. The area covered will be "*It's OK to Call Us Queer and Other Things To Know About Us*".

The schedule for the day is as follows:

8:00 am Welcome by Superintendent Gronseth  
8:35 am Break and Passing Time  
8:45 am Cultural Sharing  
9:55 am Break and Passing Time  
10:05 am Breakout Session 1 (first presentation)  
11:35 am Lunch  
12:35 pm Breakout Session 2 (second presentation)  
2:05 pm Break and Passing Time  
2:15 pm Breakout Session 3 (third presentation)

### 3. **Reimbursement.**

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

**4. Requests for Reimbursement.**

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

**5. Propriety of Expenses.**

The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

**6. Relationship.**

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

**8. Notices.**

All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Dr. Michael Cary, Director of Curriculum and Instruction, ISD 709, Duluth Public Schools, 215 North 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:

**9. Assignment.**

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

**10. Governing Laws.**

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

**11. Entire Agreement.**

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

**12. Cancellation.**

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

13. **Data Practices.**

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

14. **Insurance. (If applicable)**

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

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


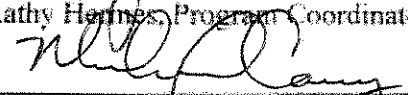

**Workers' Compensation Insurance:**

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

**Commercial General Liability:**

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

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

			8-5-16
Kathy Hermes, Program Coordinator LSS Youth	SSN/Tax Identification Number	Date	
	Together for	8/16/16	
Dr. Michael Gary, Director of Curriculum and Instruction		Date	
		8/16/16	
Director of Business Services/Superintendent of Schools		Date	

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 4th day of August , 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Hartl Pearson Consulting, 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 August 30, 2016 , and shall remain in effect until August 30, 2016 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**

Contractor will provide training for District Staff as a Staff Development Day opportunity on August 30, 2016 at Denfeld High School, 401 North 44th Avenue West, Duluth, MN. This opportunity will be for three (3) presentations, 90 minutes each, groups to include: elementary education staff, secondary education staff, and specialists and special education staff. The area covered will be "*Learning Together: Improving Communication Across Organizational Levels*".

The outcomes of these presentation will be:

- Introduce participants to the process of "dialogue," an approach used to help people from different subgroups (e.g., administrators, teachers, staff, students) communicate more effectively;
- Help participants learn to use what Edgar Schein has referred to as "levels of inquiry," a mechanism for creating trust and establishing more collaborative relationships;
- Help participants learn to apply these methods to their interactions with others throughout the organization

The schedule for the day is as follows:

- 8:00 am Welcome by Superintendent Gronseth
- 8:35 am Break and Passing Time
- 8:45 am Cultural Sharing
- 9:55 am Break and Passing Time
- 10:05 am Breakout Session 1 (first presentation)
- 11:35 am Lunch
- 12:35 pm Breakout Session 2 (second presentation)
- 2:05 pm Break and Passing Time
- 2:15 pm Breakout Session 3 (third presentation)



3. **Background Check .** (N/A) to this contract.

(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 \$ 1750.00 (one thousand seven hundred and fifty dollars and 00/100). 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 Michael Cary, Director of Curriculum and Instruction, 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

**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:

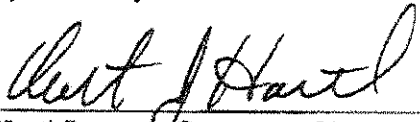
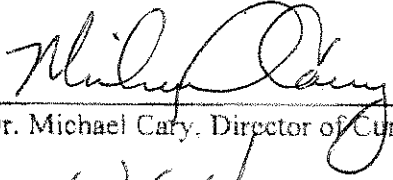

**Workers' Compensation Insurance. (Not applicable to this contract.)**

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.

	_____	<u>8/5/16</u>
Hartl Pearson, Contractor Signature	SSN/ Tax Identification Number	Date
	_____	<u>8/16/16</u>
Dr. Michael Cary, Director of Curriculum and Instruction		Date
	_____	<u>8/16/16</u>
Director of Business Service / Superintendent of Schools		Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 25th day of July, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Pacer (Parent Advocacy Coalition for Educational Rights) and 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 August 30, 2016, and shall remain in effect until August 30, 2016, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**

Contractor will provide training for District Staff as a Staff Development Day opportunity on August 30, 2016 at Denfeld High School, 401 North 44th Avenue West, Duluth, MN. This opportunity will be for three (3) presentations, 90 minutes each, groups to include: elementary education staff, secondary education staff, and specialists and special education staff. The topic of the presentation will be Engaging Diverse Families: What Parents Want Teachers to Know and Do.

The schedule for the day is as follows:

8:00 am Welcome by Superintendent Gronseth  
8:35 am Break and Passing Time  
8:45 am Cultural Sharing  
9:55 am Break and Passing Time  
10:05 am Breakout Session #1 (first presentation)  
11:35 am Lunch  
12:35 pm Breakout Session #2 (second presentation)  
2:05 pm Break and Passing Time  
2:15 pm Breakout Session #3 (third presentation)

3. **Reimbursement.**

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services in performing said obligations for lodging for one hotel room in the Duluth, MN area on August 29, 2016 not to exceed the cost of \$175 (one hundred seventy five and 00/100 dollars) including tax and tip. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in

the payment of State obligations. This Agreement will not be approved unless TIN is provided.

4. **Requests for Reimbursement.**

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

5. **Propriety of Expenses.**

The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

6. **Relationship.**

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

8. **Notices.**

All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Dr. Michael Cary, Director of Curriculum and Instruction, ISD 709, Duluth Public Schools, 215 North 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:

9. **Assignment.**

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

10. **Governing Laws.**

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

11. **Entire Agreement.**

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

12. **Cancellation.**

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

13. **Data Practices.**

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

14. **Insurance.** (If applicable)

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

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

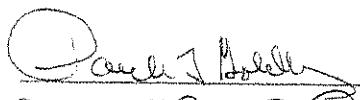
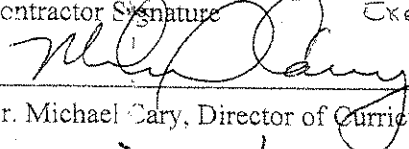
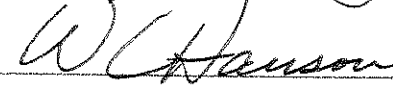
**Workers' Compensation Insurance:**

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

**Commercial General Liability:**

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

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

	<u>Patricia A. Carter</u>	<u>7/30/16</u>
Contractor Signature	Executive Director	SSN/Tax Identification Number Date
		<u>8/16/16</u>
Dr. Michael Cary, Director of Curriculum and Instruction		Date
		<u>8/16/16</u>
Director of Business Services/Superintendent of Schools		Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 4th day of August, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Lisa Rigoni, 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 August 30, 2016 and shall remain in effect until August 30, 2016 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**

Contractor will provide training for District Staff as a Staff Development Day opportunity on August 30, 2016 at Denfeld High School, 401 North 44th Avenue West, Duluth, MN. This opportunity will be for three (3) presentations, 90 minutes each, groups to include: elementary education staff, secondary education staff, and specialists and special education staff. The topic covered will be "*Difficult Conversations in the Classroom*".

The schedule for the day is as follows:

8:00 am Welcome by Superintendent Gronseth  
8:35 am Break and Passing Time  
8:45 am Cultural Sharing  
9:55 am Break and Passing Time  
10:05 am Breakout Session 1 (first presentation)  
11:35 am Lunch  
12:35 pm Breakout Session 2 (second presentation)  
2:05 pm Break and Passing Time  
2:15 pm Breakout Session 3 (third presentation)

3. **Background Check.** ( N/A for this contract with Lisa Rigoni)  
(Applies to contractors working independent with students)

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

4. **Reimbursement.**

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$300 (three hundred dollars and 00/100). 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 Dr. Michael Cary, Director of Curriculum and Instruction, 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           

**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:**

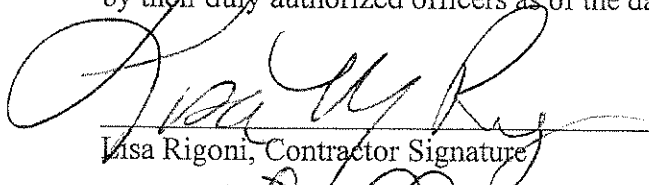
Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers'

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.

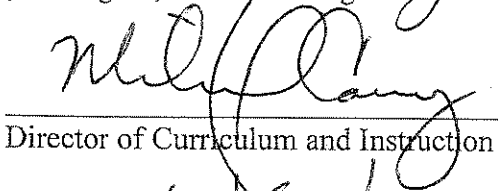
**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT**, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.



Lisa Rigoni, Contractor Signature

SSN/ Tax Identification Number

8/4/16  
Date



Director of Curriculum and Instruction

8/16/16  
Date



Director of Business Service / Superintendent of Schools

8/16/16  
Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 17th day of August 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Gerry Nierengarten, 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 August 30, 2016, and shall remain in effect until August 30, 2016, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**

Contractor will provide training for District Staff as a Staff Development Day opportunity on August 30, 2016 at Denfeld High School, 401 North 44th Avenue West, Duluth, MN. This opportunity will be for two (2) presentations, 90 minutes each, groups to include: elementary education staff, and secondary education staff. The time of the presentations will be 10:00 a.m. and 2:15 p.m. The topic of the presentation will be Co-Teaching.

The schedule for the day is as follows:

8:00 am Welcome by Superintendent Gronseth  
8:35 am Break and Passing Time  
8:45 am Cultural Sharing  
9:55 am Break and Passing Time  
10:05 am Breakout Session #1 (first presentation)  
11:35 am Lunch  
12:35 pm Breakout Session #2 (second presentation)  
2:05 pm Break and Passing Time  
2:15 pm Breakout Session #3 (third presentation)

3. **Reimbursement.**

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

4. **Requests for Reimbursement.**

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

5. **Propriety of Expenses.**

The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

6. **Relationship.**

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

8. **Notices.**

All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Dr. Michael Cary, Director of Curriculum and Instruction, ISD 709, Duluth Public Schools, 215 North 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:

9. **Assignment.**

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

10. **Governing Laws.**

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

11. **Entire Agreement.**

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

12. **Cancellation.**

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

13. **Data Practices.**

Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on

individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

**14. Insurance.** (If applicable):

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

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



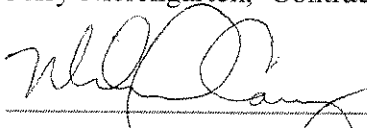
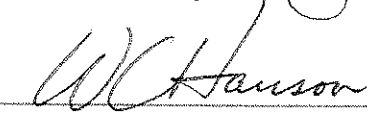
**Workers' Compensation Insurance:**

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

**Commercial General Liability:**

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

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

		8.23.16
Gerry Nierengarten, Contractor Signature	SSN/Tax Identification Number	Date
		8/25/16
Dr. Michael Cary, Director of Curriculum and Instruction		Date
		8/26/16
Director of Business Services/Superintendent of Schools		Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 8th day of August, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Segue Consulting Partners-Dr. Wendy Barden, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 8, 2016, and shall remain in effect until August 23, 2016, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Dr. Wendy Barden will plan, prep and present a two-day workshop to regional music teachers "Music Assessment Institute". Fee paid for 10 teachers to attend two-day workshop - funds from the NE MN Regional Perpich Grant.
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 \$2450.00 for presentation fee, planning, prep of two-day workshop.** Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. ***This Agreement will not be approved unless TIN is provided.***
4. **Requests for Reimbursement.** Contractor shall request reimbursement within 30 days of receipt of the invoice (Monthly, quarterly, other - please describe) basis, using either the District Invoice (included as Attachment A) OR the contractor's official invoice. This invoice must be submitted within 10 days of the end of the period being billed for.
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. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the

Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Bill Hanson, Director of Budget & Finance, 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 15223 Lake Street Ext. Minnetonka, MN 55345  
(Mailing address, including zip code)

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

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

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

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

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

14. **Insurance.** (If applicable)

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

Chair

Name

Clerk

Title

Date

Program Director

Taxpayer Identification Number

Director of Budget and Finance

Date

[Signature] 8/25/16  
Director of Acad. & Inst.

[Signature]  
Consultant 8/15/2016  
[Redacted]

## **Music Assessment Institute in Duluth**

**with Dr. Wendy Barden, Segue Consulting Partners**

Funded through NE MN Regional Center PCAE Grant

\$245 Fee for 10 music teachers to attend from NE MN Region. (\$180 fee for each teacher beyond the first 10 teachers attending...these fees will be invoiced to the NE MN Regional Perpich Grant)

Dr. Barden will plan, prep and present a two-day workshop for NE MN Region music teachers. Workshop fee is all-inclusive to include the cost of supplies, workshop materials, room cost, breakfast, snacks and beverages for each attendee.

*Learn-think-collaborate in this two-day institute! Assessment is gathering evidence of learning both to help students achieve more, and to document how much they have already achieved. Learn more about performance and other assessments in the music room. Think about assessments you currently use. Collaborate with your team or others who teach the same grades/classes to revise your assessments, or create new ones. All of this with differentiated and music-experienced support so you leave with a more well-developed assessment plan and quality assessments.*

Free workshop for music educators in NE MN. Bring your laptop and any print resources you might need. Free wi-fi available.

### **Monday, August 22, 2016**

8:00 am Institute check-in with breakfast treats

8:30 Work begins: Performance Assessment

11:45-12:45 Lunch on your own

5:00 pm Work concludes for the day

### **Tuesday, August 23, 2016**

7:30 am Optional early bird start with breakfast treats

8:30 Workshop begins: Non-performance understanding

11:45-12:45 Lunch on your own

5:00 pm Institute concludes

### **Location:**

Country Inn & Suites

4257 Haines Road, Duluth, MN 55811

218-740-4500 (hotel phone)





## SEGUE CONSULTING PARTNERS

Working with you to help you work better. [www.seguecp.com](http://www.seguecp.com)

15223 Lake Street Ext. • Minnetonka, MN 55345

August 19, 2016

Invoice #2016-1044

Duluth Public Schools  
Attn: Teri Akervik  
215 N 1<sup>st</sup> Ave East  
Duluth, MN 55802

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Registration fee for 9 additional participants in  
**Music Assessment Institute**  
August 22-23, 2016

9 X \$180

\$ 1620.00

Wendy Barden  
[wbarden@seguecp.com](mailto:wbarden@seguecp.com)

<http://seguecp.com>

# MEMORANDUM

TO: Bill Hanson, Director of Business Services

FROM: Jason Barsness, Coordinator of Health, Safety & Environmental Management

DATE: August 3, 2016

**RE: Contract for Providing Playground Surfacing work at Congdon Park Elementary School**

The attached contract between ISD 709 and Safety Frist Playground Surfacing, LLC is for playground safety zone surfacing work at Congdon Park Elementary School. Safety Frist Playground Surfacing, LLC. will be removing weeds, resetting mats, raking, and leveling the playground which includes adding 5 inches (140 yards) of surfacing material (engineered wood fiber).

Attached for your signature please find two (2) copies of the contract between ISD 709 and Safety Frist Playground Surfacing, LLC for the contracted services. After review, please sign and return to the Facilities Management office for processing.

If you have any questions, please contact me at extension 3240.

Thank you.

cc: Kerry Leider

SafetyFirst Playground Surfacing LLC

31095 Baugh Street NW  
Princeton, MN 55371

# Estimate

Date	Estimate #
7/12/2016	1707

Name / Address
Duluth Public Schools Tony Kelekovich 2165 North 1st avenue East Duluth, MN 55802

			Project
Description	Qty	Rate	Total
Congdon Elementary School Playground safety Zone Maintenance Project			
WinterHarvest HWD ASTM Compliant Safety Surfacing	140	20.95	2,933.00
Remove weeds, level, rake, reset mats install surfacing material	140	10.00	1,400.00
Custom fabricated surround for spinner. 1.5" x 8' x 6' 480 pounds	1	524.50	524.50
<b>Total</b>			\$4,857.50

*\$ 4,857.50*

## AGREEMENT

**THIS AGREEMENT**, made and entered into 3<sup>rd</sup> day of August, 2016, by and between Duluth Public Schools, Independent School District No. 709, a public corporation, hereinafter called ISD 709, and Safety First Playground Surfacing, LLC, 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 August 4, 2016 and shall remain in effect until project is complete, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** *Provide and install 5 inches (140 yards) of Winter Harvest hardwood chips in the Congdon Park Elementary School playground safety zone per the estimate dated 7/12/16 with the exception of the custom fabricated surround for the spinner. This will include removal and reinstallation of the security fence for access and removing weeds, leveling, raking, and resetting mats as needed. Project time and materials not to exceed \$4333.00.*
3. **Contract Documents.** It is understood that this Contract consists of the following:
  1. Printed Memoranda of Agreement and Title Sheet;
  2. Contractor's Estimate;
  3. Contractors Insurance Policy;
  4. Supplementary Conditions and Insurance Requirements; and
  5. Any other documents identified by ISD 709.
4. **Background Check .** *N/A*
5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$4,333.00. 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 Jason Barsness, 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: Safety First Playground Surfacing, LLC. 31095 Baugh Street NW, Princeton, MN 55371.

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, without cause, upon 30 days written notice to the other party as provided for in this Agreement.

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

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

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

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

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

contractor or subcontractor or by anyone directly or indirectly employed under the contract. ISD 709 shall be named an additional insured under said policy and proof of this insurance shall be provided to ISD 709. This insurance shall be in at least the amount of \$1,500,000.

22. **Professional Liability:** Contractor is required to maintain insurance protecting it from claims 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 including coverage relating to asbestos and environmental hazards.

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>
Jason Barsness	Safety Coordinator

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





**Origins Letter of Agreement**

**Date:** 8/15/2016

**Contract** 10228

The Origins Program, Inc. hereby agrees to provide consultation / training, and the client agrees to accept and pay for said consultation / training as follows:

**Client:** Holy Rosary School  
**Address:** 2802 E. 4th St.  
Duluth, MN 55812

**Contact:** Jesse Murray  
**Title:** Principal  
**Phone:** 218 724-8565  
**Email:** Jesse.murray@holyroarymn.org

**Fees:**

DD1 Workshop**	1 Workshop @ \$13,000.00	\$13,000.00
Travel Expense Estimate	1 Expense @ \$2,000.00	\$2,000.00
	<b>Total:</b>	<b>\$15,000.00</b>
	<b>(including estimated travel expenses)</b>	

**Description of Work:**

Date	Time	Consultant	Description
8/22/2016	8:00-3:30	Roxanne Hable	DD1 Workshop**
8/23/2016	8:00-3:30	Roxanne Hable	DD1 Workshop**
8/24/2016	8:00-3:30	Roxanne Hable	DD1 Workshop**
8/26/2016	8:00-3:30	Roxanne Hable	DD1 Workshop**

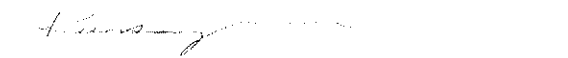
\*\*Tuition for up to 20 participants, additional tuition @ \$650/person with a maximum of 30 participants.

**Terms:**

This agreement obligates the purchaser to full payment for services delineated in this document, including Exhibit A (The Host Agreement). A purchase order must accompany the signed agreement. Work is invoiced as scheduled, with receipt of the full tuition fee due within 30 days of the invoice date unless special payment arrangements have been approved by The Origins Program. Rearrangement or cancellation of dates within the year requires prior written agreement from The Origins Program.

Travel expenses will be invoiced separately, if applicable. Travel expenses may include mileage, meals, lodging, airfare, parking, cab or public transportation, tolls, rental car, fuel, and materials shipping. Payment of travel invoice(s) is due within 30 days of invoice date.

Signature: The Origins Program



Jitendrapal Kundan

Title: Executive Director

Date: 8/15/16

Signature: Host School / District



Print Name: Bill Hanson

Title: ISA 709, CFO

Date: 8/19/16

Exhibit A - Contract 10228  
The Host Agreement  
for *Developmental Designs* | Professional Development

**Dates:** August 22, 23, 24, 26, 2016

**Host School:** Holy Rosary School  
2802 E. 4th St.  
Duluth, MN 55812

**Workshop Location/Address:**  
(If other than above)

**Contact:** Jesse Murray, Principal  
**Phone:** 218-724-8565  
**E-mail:** [jesse.murray@holyroarymn.org](mailto:jesse.murray@holyroarymn.org)

**Cell:**

**Site Management**

The Host School/District will provide a contact person who will act as a liaison between The Origins Program (TOP) and the site to assist in planning and help ensure a smooth workshop. The contact person will:

- Submit the participant list to Origins by the requested date
- be responsible for arranging the set-up of the meeting rooms before TOP staff arrive,
- receive materials shipped ahead of time and deliver them to the workshop meeting area,
- communicate with the custodial or other staff regarding support needed from them,
- and be available to assist with set-up.

**Contact Person (if other than above)**

Name:

Phone:

Ext:

Cell:

Email:

The Host School/District will provide a contact person during the workshop to be available on-site during all workshop hours (s/he may be a workshop participant). The site contact person will:

- have access to building areas and needed equipment (e.g. copier and copy code),
- have knowledge of the requested technology or be able to contact technology staff,
- and be available to assist with take down.

**Workshop Site Contact (if other than above)**

Name:

Phone:

Ext:

Cell:

Email:

Will this person be attending the workshop? Yes \_\_\_\_\_ No \_\_\_\_\_

**TOP contact:** Miriam Nelson [Miriam@originsonline.org](mailto:Miriam@originsonline.org) 612-822-3422 800-543-8715

### Preparation and Schedule

The set-up guidelines described in this host agreement should be provided to staff responsible for set-up and preparation of the rooms. **Note:** TOP is not responsible for custodial or engineering fees.

### Facilitator Preparation

The facilitator will arrive at the workshop site prior to the start date/time to prepare. It is requested rooms be set-up before arrival on each date of the workshop. The facilitator or TOP representative will call to arrange an agreed upon time to meet and confirm the dates/times listed below.

### Schedule

Monday, August 22: 6:30am-facilitator arrival  
7:45-7:55 - Participant check-in  
8:00am-3:30pm-Sessions  
Tuesday, August 23: 8:00am-3:30pm-Sessions. Facilitator hours 7am-4pm  
Wednesday August 24: 8:00am-3:30pm-Sessions Facilitator hours 7am-4pm  
Friday, August 26: 8:00am-3:30pm-Sessions Facilitator hours 7am-4pm

### Space and Materials

In the weeks leading up to the workshop date, we will communicate with the contact person regarding the set-up and arrival of materials if they were shipped. The Host School/District will provide the following to accommodate the number of participants plus TOP's facilitator for one section of *Developmental Designs 1*.

- One spacious room set-up as the primary meeting space. This room will need:
  - to accommodate up to 31 people sitting on adult sized chairs in a circle with some room to move around
  - classroom furniture moved out of the room or to the peripheries
  - LCD projection and internet access
  - one adult height chart stand and one chart pad
  - two classroom tables for the presenter to display books and materials
  - wall space to display charts
- One additional room for break-out into smaller groups. This room will need:
  - Five or six tables with five adult chairs for each table
  - LCD projection and internet access
  - one adult height chart stand
  - table for materials
  - wall space to display charts
- The circle, break-out groups, and LCD projection can be in one spacious room
- Space (gym, outdoor area) to introduce and practice recess games
- Access to a copy machine and a code to use on all workshop dates
- Space inside for participants to have lunch outside of the meeting rooms (cafeteria, all purpose room)
- Climate control – workshop participation is best if meeting rooms are kept at a comfortable temperature and have good circulation

- Supplies to be furnished by Host School/District on the first day of workshop

<b>DD1 Materials to be provided by the school</b>	<b>Quantity</b>
9x12 construction paper, assorted colors	10 sheets
12x18 white drawing paper	50 sheets
White copy paper	50 sheets
Small index cards	3 pkgs.
Post-it notes	6 pads
Sentence strips, assorted colors, 40 strips ( <b>Alternative: long strips of paper, approximately 3"x24"</b> )	40 strips
Craft/popsicle sticks	30
#2 pencils, sharpened	10
Blue masking tape ( <b>Alternative: masking tape, blue painters tape is requested to protect walls when facilitator hangs charts</b> )	1 roll
Scotch tape	6 rolls
Adult scissors	6 pairs
Push pins	1 pkg.
Stapler	1
Highlighters, any color	12-20
Wide markers	7 boxes
Chart pads, lined	2
Chart stand	1

### **Refreshments and Lunch**

TOP is not responsible for either making arrangements or paying for refreshments and lunch each day. The time allotment for lunch is a half-hour each day at 12:00 noon. The Host School/District may arrange for food and beverage for participants and facilitator; morning refreshments each day and lunch for four days. The Host School/District will notify TOP and participants of the lunch plans so they can plan accordingly.

### **Registration and Payment**

TOP will manage the registration for the workshop. E-mail the registration spreadsheet provided with the following information: **first and last name, school, subject, specialty, e-mail address** [tomiriam@originsonline.org](mailto:tomiriam@originsonline.org).

Each person for whom we have received the required information will receive a Welcome Letter by e-mail to the e-mail address provided. The e-mail may include important information regarding graduate credit registration. Please advise participants to check their e-mails for the Welcome Letter.

The cost of this workshop and payment terms can be found in The Origins Program Letter of Agreement. No one will be registered until payment and registration forms are received in the TOP office.

I have read the Host Agreement and agree to the responsibilities described herein.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Workshop Host

\_\_\_\_\_  
(Print Name) (Title)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Contact Person

\_\_\_\_\_  
(Print Name) (Title)

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 26th day of August, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Jennifer Abrams, 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 August 26<sup>th</sup>, 2016, and shall remain in effect until August 26, 2016, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** (insert programs or services to be performed by contractor)

Consultant will present a one day workshop for faculty and administration at Marshall School on 8/26/16 entitled Collaboration Skills and Finding Your Voice Around What Matters – 8:30am-3:00pm

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 \$4000.00. 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 \_\_\_\_\_, 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 Jennifer Abrams - 4290 Wilkie Way, Apt. L, Palo Alto, CA 94306.

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.

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

~~Chair~~

e-signature - Jennifer B.Abrams  
Title

~~Clerk~~

Educational Consultant  
Title

Program Director

Taxpayer Identification Number

  
Director of Business Service





...where theory  
meets practice...

### INDIVIDUAL OR AGENCY – INTERPRETER AGREEMENT

This Consultant Agreement is by and between Digiterp Communications and ISD 709. Services to be provided and other details have been listed below.

Name/Agency: Doug Bowen-Bailey/Digiterp Communications

Address: 728 East 7<sup>th</sup> Street Duluth MN 55805

Telephone #(s): (218) 310-7940

Social Security or  
Federal ID Number:

Description of Service  
to be Provided: Interpreting Services as needed by the school district  
Population to be  
Served: students and staff requiring ASL-English interpreting Services

Location and times of Services: Any ISD 709 location

Required Qualifications: Nationally Certified Interpreter File Folder # If Needed: MRID Member

Date(s) of Service: August 30, 2016


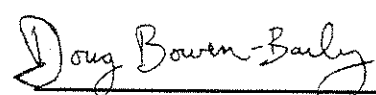
Rate of Pay: \$40 per hour for services – Minimum of two hours per assignment

Invoicing Procedure: send invoices to Michelle Porter

Cancellation Requirements: Organization reserves the right to cancel this agreement due to severe weather or low enrollment. In either case, organization assumes no financial obligation for this agreement

Relationship: The parties hereto are independent contractors. Nothing in this Agreement shall be understood or construed to create or imply any relationship between the parties in the nature of any joint venture, employer/employee, principal/agent or partnership. The provider shall not become an employee of the Agency (BRIC) by acting under this Agreement and the provider shall be responsible for the payment of any taxes, fees or costs resulting from the above compensation. If the compensation reaches \$600 or more, a 1099 will be issued to this provider at the end of the calendar year.

Miscellaneous: This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of MN. This Agreement may not be assigned without the written consent of the other party. Any copy of this document shall be considered to have the binding and legal effect of an original document.

<b>SIGNATURES</b>			
		8/24/16	8/24/16
ISD 709 Representative	Interpreter	Date	Date

## CONTRACT FOR VISION SERVICES

### Special Education Services by a Teacher licensed in the area of Blind/Visually Impaired

This Agreement, made and effective as of the 1st day of September 2016 by and between Independent School District #709, Duluth Public Schools, hereinafter referred to as "School District", and Phyllis Hauck, a special ed teacher licensed in the area of Blind/Visually Impaired, hereinafter referred to as "Provider."

#### RECITALS

The parties hereto recite and declare as follows:

1. School District has a need and desire to obtain vision services in conjunction with its programs and sites.
2. School District desires to contract with Provider, as an independent contractor, to perform the work and provide the services deemed to be required or necessary.
3. Provider desires to enter into a contract with School District to perform the work and/or provide the services deemed necessary or required.
4. Provider has the capability and interest to provide the needed services to School District.

Now, therefore, for the reasons set forth above and in consideration of the mutual covenants and promises of the parties hereto, the parties covenant and agree, as follows:

#### I. Term and Duration

This agreement shall be for one year commencing the 1<sup>st</sup> day of September 2016, through the 30<sup>th</sup> day of June 2017. This agreement can be renewed, modified, or changed only in written form and by formal action and approval by the boards of School District and Provider.

During the term of this agreement, or any extension or renewal of same, the agreement can be terminated without cause by either party with 60 days' written notice to the other.

#### II. Services To Be Provided by Provider

Provider shall provide vision services as needed and requested by School District to service School District's programs and sites. These services shall include, but are not limited to, the following: direct and indirect student contact time as stated in IEP, classroom consultation, parent contact and conferences, staffing and team meetings, home programs, evaluations, specialized programs for groups, in-services when required by the school district, make-up of sessions missed by Provider but not by Student, if possible, and record keeping including the following: IEP's and evaluation reports, staffing reports, and progress reports. This also includes any other services that would be necessary to carry out the aforementioned and as requested by School District.

III. Qualified Staff and Liability

A. Provider agrees and states that all services provided under this agreement shall be provided by a qualified and licensed teacher of Blind/Visually Impaired. License must be for MN.

B. Provider shall hold and maintain in place and effect professional liability and errors and omissions liability coverage for any and all of its employees performing services under and pursuant to this contract in an amount which is in accordance with the Minnesota Tort Claims Act, Minn. Stat. §466.01, et seq.

C. Provider agrees to hold harmless and to indemnify School District for any claims, causes of action, or for damages, which may arise or flow from the negligent and/or wrongful acts or conduct of provider, its employees or representatives, including for breach of the standard of care, breaches of confidentiality, and/or the inappropriate and improper release of private, confidential, educational, or health data of any school districts' students or personnel with reference, but not limited to, the Minnesota Government Data Practices Act, the federal Family Educational Rights and Privacy Act, and HIPPA rules and regulations.

D. Provider agrees to a background check and states she will not perform any services under this contract if there is any history of complaints or convictions for sexual harassment, child molestation, assaultive behavior, history of drug use or alcohol abuse, or other similar behavior or conduct.

IV. Access to School District Space and Equipment

School District agrees to provide Provider with adequate space within existing School District buildings so as to allow Provider to deliver on-site services, as necessary and appropriate. Provider shall also have access to certain school facilities and equipment in order to facilitate its programs and services being delivered under this agreement. Room, space, facilities, and equipment issues shall be worked out between Provider and School District administration. However, School District programs shall always have priority with regard to room, space, facilities, and equipment utilization.

V. Additional Duties of Parties

A. Provider shall provide all necessary cooperation and paperwork as required by the individual needs and programmatic requirements of the students receiving services.

B. All services provided by Provider shall meet all state and federal standards applicable to the service provided and the needs of the students to whom the services are being delivered.

C. All services provided by Provider shall be under the direction and supervision of the Director of Special Services for Duluth Public Schools.

## VI. Payment and Reimbursement

School District shall pay Provider \$50.00 per hour, not to exceed \$10,000, for all services provided and delivered under this contract. This should apply only to the actual delivery of services and travel from her office to school sites. Mileage will be paid at the IRS rate for mileage between the Provider's office and member district sites to whom services are directed.

Any workshops to be attended by any of the employees or representatives of Provider shall not be considered for payment or reimbursement unless prior approval has been given by the Special Education Director after approval from the Board.

Provider represents that it has a tax ID number and shall provide this to the School District. Provider shall provide verified invoices on a monthly basis. School District will provide Provider with a 1099 at the completion of each tax year.

## VII. Data and Information Obligations

Provider agrees to be bound by the obligations, restrictions, and limitations set forth by federal and state law, rule, or regulation, including, but not limited to, the Minnesota Government Data Practices Act, the federal Family Educational Rights and Privacy Act, and HIPPA rules and regulations, in conjunction with any student data and information to which it has access or which it may receive. Both parties agree to abide by applicable federal and state laws, rules, and regulations regarding confidentiality and exchange of data and information. All records generated by Provider in delivering services to students, including, but not limited to, clinical notes, treatment records, and all other records applicable to a student and the services received by that student shall be considered to be records of School District and/or any of its member districts to whom services may be provided.

## VIII. Dispute Resolution

The parties agree that any dispute arising under this agreement shall be submitted to binding arbitration through the Bureau of Mediation Services and its mediation/arbitration programs and procedures. Any arbitration decision shall be limited to only those issues which directly relate to this agreement and to the services provided herein. The parties shall equally share the cost of arbitration, but shall be responsible for the cost of their own representatives and/or attorneys.

## IX. Assignability


Neither parties' rights and obligations under this agreement may be transferred, conveyed, or assigned without the written prior consent of the other party.

## X. Interpretation – Titles of Paragraphs

The parties state and represent that this contract was mutually negotiated and that any ambiguities or uncertainties in language, meaning, or interpretation of this contract shall not be necessarily construed against either party.

Further, the various titles to the paragraphs in this contract are used solely for convenience, and they shall not be used for the purpose of interpreting or construing any word, clause, paragraph, or subparagraph of this contract.

By \_\_\_\_\_ Date \_\_\_\_\_  
Phyllis Hauck  
Provider

By  \_\_\_\_\_ Date 8/29/16  
William Hanson, CFO  
Duluth Public Schools



RATE & SERVICE CONFIRMATION LETTER

Manpower August 17, 2016
Independent School District 709
215 N. 1st Ave E
DULUTH, MINNESOTA, 55802

Dear Bart,

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

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

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

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

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

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

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

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

Table with 1 column: Straight Time Bill Rate. Row 1: \$35.26 bill rate per hour. Row 2: (Based on hourly pay rate of \$23.53)

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

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

Table with 2 columns: Time on Assignment, Prorated Fee Schedule

0 to 240 Hours	NO FEE
241 to 480 Hours	NO FEE
481 to 720 Hours	NO FEE
721 + Hours	NO FEE

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

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

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

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

Sincerely,

**ManpowerGroup US Inc.**  
Branch Manager

<b>ACKNOWLEDGED AND ACCEPTED:</b>	
Client	
By:	<i>Bill Hanson</i>
Printed Name/Title:	Bill HANSON, CFO
Date:	8/18/16