

## Equimetrics® Powered by Infinity Systems

John Magas | Superintendent | Duluth Public Schools

### Proposal for Duluth Public Schools (ISD 709)

This document is a proposal for Infinity Systems to serve Duluth Public Schools in its efforts and commitment to Diversity, Equity and Inclusion. This proposal outlines a plan to help ISD 709 leaders measure their current Diversity, Equity, and Inclusion (DE&I) climate as phase 1 of a 2-phase process. This comprehensive process is a powerful means of aligning and strengthening an organization's link between its strategy, structure, culture, and talent.

The Equimetrics® survey is the first step to assess the current state of ISD 709 DE&I culture and identify current strategies for ISD 709 leaders to focus on between phases 1 and 2, while highlighting the areas for continued progress toward stated goals and will serve as the first steps to guide ISD 709 leaders into equity audit (phase 2) and beyond.

#### Who We Are

Infinity Systems, the creator and provider of Orgametrics® and Equimetrics®, is a team of leaders dedicated to supporting leaders. Our passion is to help you achieve real change and make the true purpose and vision of your organization a reality. Our leadership consulting experience includes public and higher education, law enforcement and many private-sector companies, ranging from small businesses to Fortune 500 companies.

Through our clients' experience and success, we know that when employees work together in common, aligned purpose, and with a shared vision around operational excellence, their organizations grow and thrive. In fact, organizations cannot fully achieve their mission and/or strategic plan without being aligned to the purpose and dedicated to the realization of the vision they set out to achieve. A significant part to achieving that vision is to ensure all employees see themselves as an important contributor in the mission and vision and feel a true sense of belonging within the organization.

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#### Key Contacts:

Joe Byrd - Vice President of Operations  
Jennifer Whittaker - Vice President of Customer Care  
Del Johnson - Vice President of Business Development  
Infinity Systems Support Team

**Empowering Leaders. Aligning Organizations. Driving Results.**

### **What We Do**

Organizations require their teams and team members to work well with one another to thrive, yet all workplaces carry some degree of team and talent misalignment, throttling their success potential. Or there may be unheard voices and ideas that are not being fully considered.

We use the results from the Equimetrics<sup>®</sup> assessment to aid you at all levels of the organization in developing strategies, plans, and roadmaps that strengthen your leaders' abilities to cascade your most vital messages and ensure all employees are connected back to your DE&I goals and how they fit into your mission, vision and strategic plan. As this connection is strengthened, you will see more and more of your initiatives executed effectively, leading to enhanced long-term success and value creation.

### **Why Diversity, Equity, and Inclusion Matters**

Leaders of the most successful, highly regarded organizations know that achieving strong DE&I performance translates directly into more highly engaged and creative teams, which drives bottom-line results. Studies consistently show that increased DE&I leads to greater innovation and broader collaboration, which leads to improved organizational success. Deloitte noted that when employees "think their organization is committed to and supportive of diversity, and they feel included," their ability to innovate increases by 83%. Further, according to Harvard Business Review, organizations with diverse leadership teams "are 45% more likely to report growth in market share and 70% more likely to report capturing a new market."

Organizations that wish to thrive know they must rely on a broad set of experiences and backgrounds to quickly tackle the toughest problems and provide the best solutions to those they serve. By equipping your organization with the most able, astute AND diverse talent possible, you gain fresh and impactful new perspectives, experiences and insights in beneficial ways previously unattainable.

No wonder organizations with the strongest DE&I performance consistently out-perform all others. McKinsey has shown that companies in the top quartile for racial and ethnic diversity are 33% more likely to financially outperform the median companies in their industry, and companies in the top quartile for gender diversity are 21% more likely to have financial returns above the median.

The fact is, attaining DE&I excellence is not an organizational "nice to have" – something done only after all other work is complete – but rather a modern operational imperative, woven into the fabric of forward-looking organizations.

### **Why Infinity Systems**

Infinity Systems is dedicated to empowering leaders, giving them the data and support they need to align their organizations and drive positive results. Through our Equimetrics<sup>®</sup> Process, we are not only committed to supporting Diversity, Equity and Inclusion, but we are helping leaders use these tools to create winning cultures.

We work internationally with a wide variety of educational institutions, corporations, law enforcement and governmental entities to improve their organizational alignment to mission as well as to cultural goals. The result is enhanced data focus and mission-driven performance at the organizational, team and individual levels.

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## Phase I: Annual Cultural Assessment - Summary

### Equimetrics® Survey Implementation

- Kick-off and Overview
- Survey Build
- Survey Communication
- Survey Launch and Support

### Data Review and Reporting

- Review Summary
- Snapshot Report
- Comparison Report
- Comments Report
- Data Analysis and Interpretation

### Equity Ecosystem

- Normative Data / Data Correlations
- Best Practices / Collaboration Process
- Review and Results + Future Priorities



## Phase II: Equity Audit - S/BES Group to use data to build a system-wide plan, according to Gap Analysis - Summary (Provided in initial proposal, contract to be written and executed at start of phase II, based on data from phase I)

### Equimetrics® Overview

We begin with a session to kick-off your Cultural Journey. We answer questions like: What are the goals of ISD 709? What does it mean to have a Diverse, Inclusive and Equitable organization? What does this journey mean for me, my team? What are we going to do along the way to ensure we are building a winning culture? We connect the ‘why’ that you used to start this journey with the team you have in place to make it a success. We need to know what advantages we will see by improving in these areas. This is your leadership team. They are the ones responsible for your plan and the success of that plan. They are here to ensure everyone in your organization not only understands the plan, but lives it, every day.

### Team Goals and Priorities Discussion

In our initial meeting(s), we will discuss the process, schedule and goals. As we get to know your leaders, we will have the context we need to smoothly get them up and running on the path to DE&I excellence. We will also be able to answer any questions that your team may have about the process and what their responsibilities will be going forward. In short, this where we can make sure we are all on the same page before we get started with the work of aligning your organization to a common purpose.

### Equimetrics® Employee DE&I Survey: 29-item pulse survey Implementation - Survey Build, Communication and Launch

Using the proprietary Equimetrics® survey, we will measure your current DE&I culture. At your election, every 6 to 12 months we will take the baseline measurement and compare that to the next survey, after the work your team has accomplished since the last survey. We will survey to collect data in 9 categories: Diversity, Equity, Inclusion, Cultural

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Competency, Communication, Leadership, Mission, Vision & Values, Alignment (of DE&I with mission) and Policies & Practices. The survey will collect data by the same demographics you provide to us, so we are able to show you responses by any classification that is collected and compare to previous surveys as applicable. We build to your specifications and test before launch. Once launched via email to all employees, responses come directly to us and we provide all respondents with technical support throughout the survey window.

### **Data Reporting**

For all surveys, Equimetrics® Reporting includes a review presentation to be shared with your leadership team. We will also share the following report files\* within that presentation:

1. Snapshot Report
  - a. Overall Equimetrics® Score
  - b. DE&I Scores by Scale (plus visual: radar chart)
  - c. “Strongly Agree”, “Agree” and “Disagree” scores by Scale and Item
2. Comparison Report
  - a. Scores by demographic (scale/item by total responses)
  - b. Scores by demographic (scale/item by percentage of response in that scale/item)
3. Comments Report
  - a. Comments by scale
  - b. Comments in a table allowing to filter by scale and demographic

\* Additional reports may be provided upon client request.

### **Data Analysis and Interpretation**

We will provide summary and demographical data breakdowns. Respondent comments will be shared anonymously to provide additional context to the data. We will identify where the greatest levels of strength and opportunities exist within your organization along with discussion of the possible root cause and solutions that may be applicable.

### **Review of Strengths and Opportunities**

We will identify the emerging strengths of your organization’s current culture, along with potential opportunities for improving your DE&I going forward. Infinity Systems will highlight specific areas based on your strengths, and areas with the most challenge/concern in your organization. The identified strengths and opportunities are based specifically on your Equimetrics® data and the steps taken by organizations in both the public and private sector to make improvements using specific strategies after data revealed similar findings.

### **Leadership Review and Discussion**

Leaders will walk through the summary review of the data and we will engage them in a broad discussion around the data. This is also a great time to answer questions and ensure that everyone understands the information as presented. During this review, Leaders should:

- Gain a deeper understanding of the elements of DE&I
- Understand survey results and what they mean
- Digest the results and commit to action
- Work collectively to determine most important areas of focus for ISD 709
- Understand the role leaders play in aligning ISD 709 DE&I goals
- Gain further leadership insight and develop an increased understanding of employees and your workplace culture

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**Pricing**

Equimetrics® Cultural Assessment: \$25,000 per survey (annual assessment)

**Sample Timeline:**

Survey 1: Launch Fall 2021 – Review Fall/Winter 2021-22 – Phase 2 Action Steps Winter/Spring/Summer 2022

Survey 2: Launch Fall 2022 – Review Fall/Winter 2022-23 – Phase 2 Action Steps Winter/Spring/Summer 2023

Survey 3: Launch Fall 2023 – Review Fall/Winter 2023-24 – Phase 2 Action Steps Winter/Spring/Summer 2024

**Billing**


We bill for our services 50% upon each survey launch and the remaining 50% after completion of Data Reporting and Analysis for each survey deployment.

Duluth Public Schools – ISD 709



  
Catherine Erickson, CFO

01-E-005-030-155-304-000

Authorized by:   
Art Johnson | CEO  
Infinity Systems, Inc.

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## AGREEMENT

**THIS AGREEMENT**, made and entered into this 1st day of September, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Gary Logergren, 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 here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 1, 2021 and shall remain in effect until June 30, 2022, 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.** *Delivery of ISD 709 Community Education catalog to vendor rack locations in Duluth and surrounding area. Contractor to perform services aligning with the number of catalogs distributed throughout the year - three times (3x).*

3. **Background Check.** *N/A*

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.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

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 \$1050.00 in total per contract year.

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: ISD 709, Duluth Public Schools, Attn: Community Education, 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 (mailing address with zip) Gary Logergren, 2340 Hoover Street, Duluth, MN, 55811.

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.


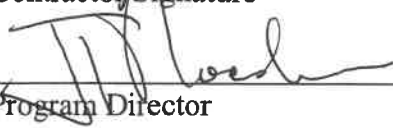
Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

**Workers' Compensation Insurance:** Contractor must provide Workers' 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.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

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

  
 Contractor/Signature \_\_\_\_\_ SSN/Tax ID Number \_\_\_\_\_ Date 9/10/21  
  
 Program Director \_\_\_\_\_ Date 9/15/21

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

**Please check the appropriate line below:**

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

04	E	005	505	321	305	000

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

\_\_\_\_\_ Check if the contract is a no-cost contract such as a Memorandum of Understanding

  
 CFO / Superintendent of Schools / Board Chair \_\_\_\_\_ Date 9/17/21



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 15<sup>th</sup> day of September, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Mary Ann Marchel, 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 September 13, 2021 and shall remain in effect until June 10, 2022, 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 group facilitation services for ISD 709 Duluth Early Childhood Family Education (ECFE) program. Scope of services to include guiding Reflective Teaching Practice team work with ECFE certified staff.

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.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

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 \$50 hourly and not to exceed \$2000 in total.

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: ISD 709, Duluth Public Schools, Attn: Jay Roesler, 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 Ann Marchel, 3929 Rockview Ct., Duluth, MN 55804.

**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:


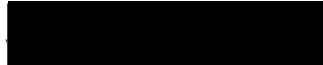
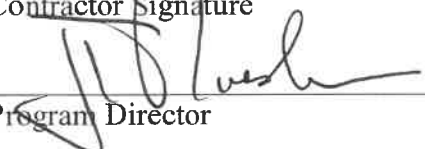
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

  
 Contractor Signature \_\_\_\_\_ SSN/Tax ID Number  Date 9/2/21  
  
 Program Director \_\_\_\_\_ Date 9/15/21

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

**Please check the appropriate line below:**

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

04	E	005	580	325	305	000

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

\_\_\_\_\_ Check if the contract is a no-cost contract such as a Memorandum of Understanding

  
 CFO / Superintendent of Schools / Board Chair \_\_\_\_\_ Date 9/17/21

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 3<sup>rd</sup> day of September, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Mary Ann Marchel, 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 September 15, 2021 and shall remain in effect until June 10, 2022, 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 mental health consultative services for ISD 709 Duluth Early Childhood Family Education First Year Program. Scope of services to include observe children, consult with staff and parents as part of a collaborative team supporting families on a variety of mental health related issues.

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.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

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 \$50 hourly and not to exceed \$4500 in total.

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.

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- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
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**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.

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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.

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**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: ISD 709, Duluth Public Schools, Attn: Jay Roesler, 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 Ann Marchel, 3929 Rockview Ct., Duluth, MN 55804.

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 Workers' 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.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.


**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

  
 Contractor Signature

  
 SSN/Tax ID Number

9/2/21  
 Date

  
 Program Director

9/15/21  
 Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

**Please check the appropriate line below:**

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

04	E	005	580	211	305	000

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding

  
 CFO / Superintendent of Schools / Board Chair

9/17/21  
 Date



2101 14th Street • Cloquet, Minnesota 55720  
218-879-0800 • 1-800-657-3712 • TTY 218-879-0805  
Fax 218-879-0814 • [www.fdlcc.edu](http://www.fdlcc.edu)

A member of the Minnesota State Colleges and Universities System

September 17, 2021

Greetings,

I hope your school year is off to a great start as we continue to navigate these unprecedented times. I have enclosed the College in the Schools contract for the 2021-2022 school year, a list of the College in the High Schools courses you are offering for college credit through Fond du Lac Tribal and Community College, and an invoice for the school year

Please sign and return a copy of the contract to the college, I have enclosed a self-addressed stamped envelope.

Please submit payment to our business office at your earliest convenience.

Thank you for your time and effort in making our College in the Schools program successful for both FDLTCC and your high school.

If you have any questions, please call me at 218-879-0795 or email [dpaulson@fdltcc.edu](mailto:dpaulson@fdltcc.edu).

Thank you,

A handwritten signature in black ink, appearing to read "Damien Paulson".

Damien Paulson  
Coordinator CITS and Placement Tests  
2101 14<sup>th</sup> Street  
Cloquet, MN 55720



**STATE OF MINNESOTA  
MINNESOTA STATE COLLEGES AND UNIVERSITIES  
CONCURRENT ENROLLMENT CONTRACT**

This contract is by and between Duluth Public Schools ISD #709 (Denfeld High School and East High School) 215 N 1st Ave E, Duluth, MN 55802, (hereinafter DISTRICT) and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Fond du Lac Tribal and Community College, 2101 14<sup>th</sup> St, Cloquet, MN 55720 (hereinafter MINNESOTA STATE or Fond du Lac Tribal and Community College (FDLTCC)).

WHEREAS, the DISTRICT has a need for a specific service; and

WHEREAS, MINNESOTA STATE, is empowered to enter into contracts pursuant to Minnesota Statutes, Chapter 136F; and

WHEREAS the Concurrent Enrollment or College in the Schools (CITS) program is available as part of the Post-Secondary Enrollment Option program in accordance with Minn. Stat. § 124D.09 and Minnesota State Board Policy 3.5 which governs the implementation of the Post-Secondary Enrollment Options program by system colleges and universities. Concurrent Enrollment allows high school students to earn both high school and college credit for classes offered through a high school and taught by a high school teacher.

NOW, THEREFORE, it is agreed:

1. **DUTIES OF Fond du Lac Tribal and Community College. Fond du Lac Tribal and Community College** agrees to provide the following:

**Fond du Lac Tribal and Community College CITS Staff shall:**

- FDLTCC will work cooperatively and in partnership with high school personnel and students to process registrations, validate course competencies, and transcribe grades.
- Adhere to all Minnesota State, Higher Learning Commission (HLC), and National Alliance of Concurrent Enrollment Partnerships (NACEP) policies and standards.
- Complete credential review process of high school instructors according to guidelines from Minnesota State Colleges and Universities Policy 3.32 found on the Minnesota State website: <https://www.minnstate.edu/system/asa/academicaffairs/cfc/>
- Communicate student eligibility requirements to the school district.
- Process CITS registrations and make class lists available online to the high school as soon as the registrations are complete.
- Adjust records for student in accordance with add/drop and withdrawal policies.
- Maintain registration, waiver, and grade records for all completed CITS classes.
- Work with each high school to ensure that CITS class lists are correct and that all grades are submitted and transcribed.
- Provide to CITS students and partners access to online information to include information on FDLTCC's student conduct code, academic and student support services, registration policies, transcript requests, and more.





STATE OF MINNESOTA  
MINNESOTA STATE COLLEGES AND UNIVERSITIES  
CONCURRENT ENROLLMENT CONTRACT

**Fond du Lac Tribal and Community College Instructor Mentors shall:**

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

2. **DUTIES OF DISTRICT.** The DISTRICT agrees to provide the following:

**High School Instructors, Administrators, and Staff shall:**

- Ensure students meet minimum CITS eligibility requirements as stated in FDLTCC policy 3.5: <https://www.FDLTCC.edu/policies/3-5-post-secondary-enrollment-option/>
- Provide qualified faculty to teach concurrent courses at the high school.
- Abide by the policies and procedures (e.g.add/drop, withdraw, course alignment) detailed in the CITS handbooks available at [www.FDLTCC.edu/cits](http://www.FDLTCC.edu/cits).
- Notify parents/students of CITS course offerings and student eligibility.
- To the extent possible, provide counseling services to students and their parents/guardian before students enroll in CITS courses to ensure awareness of risks and possible consequences of enrollment.
- Collaborate with FDLTCC staff to administer Accuplacer test to potential CITS students and/or provide relevant test scores or GPA to assure compliance with PSEO eligibility requirements.
- Ensure completion of FDLTCC registration forms and verify class rosters.
- Assign final, whole letter grades to each student on the class rosters provided by FDLTCC's CITS staff and share grades with FDLTCC CITS staff for recording.
- Meet regularly (face-to-face, email, telephone or via other technology) with FDLTCC faculty mentor.
- Collaborate with FDLTCC faculty to align course syllabi, assignments, grading, and assessments and ensure each course meets the FDLTCC learning outcomes.
- Provide FDLTCC CITS staff with a copy of each course's syllabus for transfer purposes.
- Assist FDLTCC staff in administering course evaluations for each CITS course in keeping with NACEP accreditation requirements.
- Participate in professional development opportunities offered by FDLTCC in keeping with NACEP accreditation requirements.



**STATE OF MINNESOTA  
MINNESOTA STATE COLLEGES AND UNIVERSITIES  
CONCURRENT ENROLLMENT CONTRACT**

3. CONSIDERATION AND TERMS OF PAYMENT.

- a. Consideration for all services performed and goods or materials supplied by MINNESOTA STATE pursuant to this contract shall be paid by the DISTRICT as follows: The DISTRICT shall pay three thousand and 00/100 dollars (\$3,000.00) per course per teacher. If one teacher teaches multiple sections, it is one fee; if more than one teacher is assigned to separate sections of the same course, there is an additional fee to be paid by the DISTRICT of three thousand and 00/100 dollars (\$3,000.00) per teacher. The billing date for courses is on September 15, 2021, with payment by the DISTRICT by DISTRICT due by 12/31/21.  
*There is no cost to the student.*
- b. Terms of Payment. FOND DU LAC TRIBAL AND COMMUNITY COLLEGE will bill for courses on September 15, 2021, with payment by DISTRICT due by 12/31/21.

4. TERM OF CONTRACT. This contract shall be effective on *September 1, 2021, or upon the date that the final required signature is obtained by MINNESOTA STATE*, whichever occurs later, and shall remain in effect until *June 30, 2022*, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.
5. CANCELLATION. This contract may be canceled by the DISTRICT or MINNESOTA STATE at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the MINNESOTA STATE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
6. ASSIGNMENT. Neither the DISTRICT nor MINNESOTA STATE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.
7. LIABILITY. Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The STATE's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes sections 3.732 and 3.736, *et seq.*, and other applicable law.
8. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The DISTRICT is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, *et seq.* and regulations promulgated pursuant to it. MINNESOTA STATE IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.
9. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.



STATE OF MINNESOTA  
MINNESOTA STATE COLLEGES AND UNIVERSITIES  
CONCURRENT ENROLLMENT CONTRACT

10. **GOVERNMENT DATA PRACTICES ACT.** The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The DISTRICT and MINNESOTA STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the DISTRICT in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the DISTRICT or MINNESOTA STATE. In the event the DISTRICT receives a request to release the data referred to in this clause, the DISTRICT must immediately notify MINNESOTA STATE. MINNESOTA STATE will give the DISTRICT instructions concerning the release of the data to the requesting party before the data is released.

The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

11. **JURISDICTION AND VENUE.** This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
12. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the DISTRICT relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.
13. **FORCE MAJEURE.** No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.



**STATE OF MINNESOTA  
MINNESOTA STATE COLLEGES AND UNIVERSITIES  
CONCURRENT ENROLLMENT CONTRACT**

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

**APPROVED:**

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

**APPROVED:**

- DISTRICT certifies that the appropriate person(s) have executed the contract on behalf of DISTRICT as required by applicable articles, by-laws, resolutions, or ordinances**

By (authorized signature) <i>Cathrine E. Jos</i>	<i>Jennifer Parva</i>
Title <i>CFD</i>	<i>Dir. of Secondary TLE</i>
Date <i>9/27/21</i>	<i>9/23/21</i>

- Fond du Lac Tribal and Community College**

*01-E-005-211-000-394-200*

By (authorized signature) <i>Stephanie Hammett</i>
Title <i>President</i>
Date <i>9/14/2021</i>

**AS TO FORM AND EXECUTION: Fond du Lac Tribal and Community College**

- 

By (authorized college/university/system office initiating agreement) <i>B-Bu</i> <i>Bret Busakowski</i>
Title <i>CFD</i>
Date <i>9/17/2021</i>



STATE OF MINNESOTA  
MINNESOTA STATE COLLEGES AND UNIVERSITIES  
CONCURRENT ENROLLMENT CONTRACT

ATTACHMENT A  
Concurrent Enrollment Program Eligibility

- A. For juniors, class rank in the upper one-third of their class or have a score at or above the 70th percentile on a nationally standardized, norm-referenced test, or have at least a 3.0 GPA
- B. For seniors, class rank in the upper one-half of their class or have a score at or above the 50th percentile on a nationally standardized, norm-referenced test or have at least a 2.5 GPA
- C. 9th or 10th grade students who rank in the upper one-tenth of their class or attain a score at or above the 90th percentile on a nationally standardized, norm-referenced test, or have a favorable recommendation from a designated high school official to enroll in that course.
- D. Fond du Lac Tribal and Community College offers many options for placement: 1. The college can use **Accuplacer**, **ACT**, and **MCA** scores for course placement; 2. If students do not have scores from the tests previously listed, **the High School Grade Point Average (GPA)** or **guided self-placement** will be used to place students into courses.

**Writing:** A student who receives a college-ready score on any of the following Writing/ English tests shall be placed in courses that designate college-level writing skills.

High School GPA- 2.6 or higher. Within the last 10 years

Accuplacer Reading: 250 (Multiple measures: 236-249 and 2.5 or higher High School GPA) Within the last 3 years

ACT: 18 or higher on the English portion (Multiple Measures: 17 and 2.5 or higher High School GPA) Within the last 5 years

**Mathematics:** A student who receives a college-ready score any of the following math tests shall be placed in courses that designate college-level math skill.

High School GPA: 2.8 or Higher AND a grade of C- or better in high school Algebra II (or higher) Within the last 10 years

Accuplacer (AFF math)- 250 (Multiple Measures 236-249 and High GPA 2.7 or higher)- College Algebra Within the last 2 years

ACT: 22 or higher on the math portion (Multiple Measures: 20 and 2.7 or higher High School GPA)– College Algebra. Within the last 5 years.

MCA Math: 11th grade math test score of 1158 or higher (Multiple Measures: 1152-1157 and 2.7 or higher High School GPA) – College Algebra. Within the last 5 years

MCA Statistics: 11th grade math test score of 1148 or higher (Multiple Measures: 1146-1147 and 2.7 or higher High School GPA) – Introduction to Statistics. Within the last 5 years

MCA Statistics: 11th grade math test score of 1148 or higher (Multiple Measures: 1146-1147 and 2.7 or higher High School GPA) – Introduction to Statistics. Within the last 5 years

Customer ID: 00023044

Invoice Date: 09/16/2021  
Due Date: 10/16/2021  
Invoice Number: 00078310  
Amount Due: \$15,000.00

Credit Card No:  
Expiration Date:  
Signature:  
Amount:

ISD 0709 Duluth Public Schools  
215 N 1st Ave E  
Duluth MN 55802

\*\*\* Do not fax or email this invoice if paying by credit or other payment card method \*\*\*

Please return top portion with payment

Customer ID: 00023044

Invoice Date: 09/16/2021  
Due Date: 10/16/2021  
Invoice Number: 00078310

ISD 0709 Duluth Public Schools  
215 N 1st Ave E  
Duluth MN 55802

Remit To:

Contact Phone:

Date	Description	Balance Due
****	*****	*****
09/16/2021	College in the High Schools Program Denfeld 2021-22	\$15,000.00
	Total Amount Due:	----- \$15,000.00

Customer ID: 00023044

Invoice Date: 09/16/2021  
Due Date: 10/16/2021  
Invoice Number: 00078311  
Amount Due: \$18,000.00

Credit Card No:  
Expiration Date:  
Signature:  
Amount:

ISD 0709 Duluth Public Schools  
215 N 1st Ave E  
Duluth MN 55802

\*\*\* Do not fax or email this invoice if paying by credit or other payment card method \*\*\*

Please return top portion with payment

Customer ID: 00023044

Invoice Date: 09/16/2021  
Due Date: 10/16/2021  
Invoice Number: 00078311

Remit To:

ISD 0709 Duluth Public Schools  
215 N 1st Ave E  
Duluth MN 55802

Contact Phone:

Date	Description	Balance Due
****	*****	*****
09/16/2021	College in the High Schools Program East 2021-22	\$18,000.00
	Total Amount Due:	----- \$18,000.00

**FOND DU LAC TRIBAL AND COMMUNITY COLLEGE  
COLLEGE IN THE SCHOOLS COURSES  
2021/2022**

**Duluth Denfeld High School (ISD #709)**

<u>Course</u>	<u>Semester</u>	<u>Semester Credits</u>	<u>Instructor</u>
<b>Political Science:</b>			
POLS 1010- American Government	1	3	Angelo Florestano
POLS 1010- American Government	2	3	Angelo Florestano
<b>Psychology:</b>			
PSYC 2001- General Psychology	1	4	Gina Hollinday
<b>Science:</b>			
PHYS 1001- Introduction to Physics	AY	4	Kevin Michalicek
CHEM 1010- General Chemistry I	AY	5	Kevin Michalicek

**5 Classes X \$3,000= \$15,000**



**FOND DU LAC TRIBAL AND COMMUNITY COLLEGE  
COLLEGE IN THE SCHOOLS COURSES  
2021/2022**

**Duluth East High School (ISD #709)**

<u>Course</u>	<u>Semester</u>	<u>Semester Credits</u>	<u>Instructor</u>
<b>Law Enforcement:</b>			
LAWE 1001- Introduction to Crim. Just.	2	3	Richard Updergove
<b>Political Science:</b>			
POLS 1010- American Government	1	3	Richard Updergove
POLS 1010- American Government	2	3	Richard Updergove
<b>Psychology:</b>			
PSYC 2001- General Psychology	1	4	Jacalyn Ring
PSYC 2001- General Psychology	2	4	Jacalyn Ring
<b>Science:</b>			
CHEM 1010- General Chemistry I	AY	5	Cheryl Kurosky

**6 Classes X \$3,000= \$18,000**

**STATE OF MINNESOTA**  
**MINNESOTA STATE COLLEGES AND UNIVERSITIES**  
**CONCURRENT ENROLLMENT CONTRACT**

This contract is by and between *Duluth Public Schools, 215 N. 1st Avenue East, Duluth MN 55802* (hereinafter DISTRICT) and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of *Lake Superior College, 2101 Trinity Road, Duluth, MN 55811* (hereinafter MINNESOTA STATE, LAKE SUPERIOR COLLEGE).

WHEREAS, the DISTRICT has a need for a specific service; and

WHEREAS, MINNESOTA STATE, is empowered to enter into contracts pursuant to Minnesota Statutes, Chapter 136F; and

WHEREAS, The Concurrent Enrollment or College in the Schools (CITS) program is available as part of the Post-Secondary Enrollment Option program in accordance with Minn. Stat. § 124D.09 and Minnesota State Board Policy 3.5 which governs the implementation of the Post-Secondary Enrollment Options program by system colleges and universities. Concurrent Enrollment allows high school students to earn both high school and college credit for classes offered through a high school and taught by a high school teacher; and.

NOW, THEREFORE, it is agreed:

1. **DUTIES OF MINNESOTA STATE.** The MINNESOTA STATE agrees to provide the following:

**Lake Superior College (LSC) CITS Staff shall:**

- Lake Superior College will work cooperatively and in partnership with high school personnel and students to process registrations, validate course competencies, and transcribe grades.
- Adhere to all Minnesota State, Higher Learning Commission (HLC), and National Alliance of Concurrent Enrollment Partnerships (NACEP) policies and standards.
- Complete credential review process of high school instructors according to guidelines from Minnesota State Colleges and Universities Policy 3.32 found on the MinnState website: <https://www.minnstate.edu/system/asa/academicaffairs/cfc/>
- Communicate student eligibility requirements to the school district.
- Process CITS registrations and send class lists to high school as soon as the registrations are complete.
- Adjust records for student in accordance with add/drop and withdrawal policies.
- Maintain registration, waiver, and grade records for all completed CITS classes.
- Work with each high school to ensure that CITS class lists are correct and that all grades are submitted and transcribed.
- Provide to CITS students and partners access to online information to include information on LSC's student conduct code, academic and student support services, registration policies, transcript requests, and more.

**Lake Superior College Instructor Mentors shall:**

- Collaborate with the high school CITS instructor to clarify approved college course outline and outcomes, to create a syllabus for each course, and to verify the syllabus meets college criteria.
- Extend invitations to CITS teachers to participate in appropriate campus-based faculty development activities.

- Meet regularly (face-to-face, email, telephone or via other technology) with high school CITS instructor and monitor assignments, exams, projects, and instructional effectiveness to ensure course meets the learning outcomes in the LSC course outline.
- Make at least one visit per course if requested by the high school instructor.
- Provide current college text information, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school CITS teacher's use.
- Provide instructors who have taught the course previously with copies of new course outlines, new calendars, schedules, or other information as courses change.
- Create records of site visits and course evaluations per NACEP accreditation requirements.
- Support CITS instructors, giving additional time and attention to instructors new to the program.

2. DUTIES OF DISTRICT. The DISTRICT agrees to provide the following:

**High School Instructors, Administrators, and Staff shall:**

- Ensure students meet minimum CITS eligibility requirements as stated in Lake Superior College policy 3.5: <https://www.lsc.edu/policies/3-5-post-secondary-enrollment-option/>
- Provide qualified faculty to teach concurrent courses at the high school.
- Provide all needed books, supplies and materials for each course.
- Abide by the policies and procedures (e.g. add/drop, withdraw, course alignment) detailed in the CITS handbooks available at [www.lsc.edu/cits](http://www.lsc.edu/cits).
- Notify parents/students of CITS course offerings and student eligibility.
- To the extent possible, provide counseling services to students and their parents/guardian before students enroll in CITS courses to ensure awareness of risks and possible consequences of enrollment.
- Collaborate with LSC staff to administer Accuplacer test to potential CITS students and/or provide relevant test scores or GPA to assure compliance with PSEO eligibility requirements.
- Ensure completion of LSC registration forms and verify class rosters.
- Assign final, whole letter grades to each student on the class rosters provided by LSC's CITS staff and share grades with LSC CITS staff for recording.
- Meet regularly (face-to-face, email, telephone or via other technology) with LSC faculty mentor.
- Collaborate with LSC faculty to align course syllabi, assignments, grading, and assessments and ensure each course meets the LSC learning outcomes.
- Provide LSC CITS staff with a copy of each course's syllabus for transfer purposes.
- Assist LSC staff in administering course evaluations for each CITS course in keeping with NACEP accreditation requirements.
- Participate in professional development opportunities offered by LSC in keeping with NACEP accreditation requirements.

3. CONSIDERATION AND TERMS OF PAYMENT.

- a. Consideration for all services performed and goods or materials supplied by MINNESOTA STATE pursuant to this contract shall be paid by the DISTRICT as follows: The DISTRICT shall pay Three thousand and 00/100 dollars (\$3,000.00) per course per teacher. If one teacher teaches multiple sections, it is one fee; if more than one teacher is assigned to separate sections of the same course, there is an additional fee to be paid by the DISTRICT of Three thousand and 00/100 dollars (\$3,000.00) per teacher. The billing date for courses is October 30, 2021 with payment by the DISTRICT due 30 days later. (See attachment A for course and cost details).  
*There is no cost to the student.*

- b. Terms of Payment. LAKE SUPERIOR COLLEGE will bill for courses on October 30, 2021 with payment by DISTRICT due 30 days later.
  
- 4. TERM OF CONTRACT. This contract shall be effective on *April 1, 2021, or upon the date that the final required signature is obtained by MINNESOTA STATE*, whichever occurs later, and shall remain in effect until *June 30, 2022* or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.
  
- 1. CANCELLATION. This contract may be canceled by the DISTRICT or MINNESOTA STATE at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the MINNESOTA STATE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
  
- 2. AUTHORIZED REPRESENTATIVES.

- a. The DISTRICT'S Authorized Representative for the purposes of administration of this contract is:

Name: Cathy Erickson  
Title: CFO/Executive Director of Business Services  
Address: 215 N. 1st Avenue East, Duluth MN 55802  
Telephone: (218) 336-8704  
E-Mail: cathy.erickson@isd709.org

- b. MINNESOTA STATE 'S Authorized Representative for the purposes of administration of this contract is:

Name: Sanna Shields  
Title: College in the Schools Coordinator  
Address: 2101 Trinity Road, Duluth MN 55811  
Telephone: 218-733-6910  
E-Mail: sanna.shields@lsc.edu

Each authorized representative shall have final authority for acceptance of services of the other party and shall have responsibility to ensure that all payments due to the other party are paid pursuant to the terms of this contract.

- 3. ASSIGNMENT. Neither the DISTRICT nor MINNESOTA STATE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.
  
- 4. LIABILITY. Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The STATE's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes sections 3.732 and 3.736, et seq., and other applicable law.
  
- 5. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The DISTRICT is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. MINNESOTA STATE IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

6. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.
  
7. GOVERNMENT DATA PRACTICES ACT. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The DISTRICT and MINNESOTA STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the DISTRICT in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the DISTRICT or MINNESOTA STATE. In the event the DISTRICT receives a request to release the data referred to in this clause, the DISTRICT must immediately notify MINNESOTA STATE. MINNESOTA STATE will give the DISTRICT instructions concerning the release of the data to the requesting party before the data is released.  
  
The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.
  
8. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
  
9. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the DISTRICT relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.
  
10. FORCE MAJEURE. No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.
  
11. OTHER PROVISIONS. (Attach additional page(s) if necessary): NONE.

*The rest of this page intentionally left blank. Signature page to follow.*

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

**APPROVED:**

**1. MINNESOTA STATE COLLEGES AND UNIVERSITIES**

**Lake Superior College**

By (authorized signature)
DocuSigned by: <i>Linda Kingston</i>
Title Vice President for Academic and Student Affairs
Date 6/9/2021   8:45:08 PM CDT

**2. DISTRICT: Duluth Public Schools, ISD 709**

**DISTRICT certifies that the appropriate person(s) have executed the contract on behalf of DISTRICT as required by applicable articles, by-laws, resolutions, or ordinances.**

By (authorized signature)
DocuSigned by: <i>Catherine A. Erickson</i>
Title CDB8A52D84F1...
Date 9/29/2021   2:03:49 PM CDT

01-E-005-211-000-394-200

By (authorized signature)
Title
Date

**3. AS TO FORM AND EXECUTION: Lake Superior College**

By (authorized college/university/system office initiating agreement)
DocuSigned by: <i>Nickoel Anderson</i>
Title Director of Business Services
Date 9/29/2021   2:10:44 PM CDT

**Attachment A - 2021-2022 LSC CITS COURSES****Cost: \$24,000 (8 x \$3,000)**

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

School	Course	Course Title	Credits	HS Instructor	Term (s)
AEO	MATH 1150	Pre-Calculus	5	Jenny Ahern	AY
Denfeld	BIOL 1005**	Introduction to Cell Biology	1	Andrew Nissen	AY
Denfeld	BIOL 1140**	Human Anatomy & Physiology	4	Andrew Nissen	AY
Denfeld	MATH 1150	Pre-Calculus	5	Tim White	AY
Denfeld & East	ALTH 1400**	Intro to Allied Health (D&E)	2	Kimberly Olson	Fall
Denfeld & East	ALTH 1410**	Medical Terminology (D&E)	1	Kimberly Olson	Fall
Denfeld & East	NUNA 1420	Nursing Assistant/HHA(D&E)	4	Kimberly Olson	Spring
Duluth East	BIOL 1005**	Introduction to Cell Biology	1	James Kyes	AY
Duluth East	BIOL 1140**	Human Anatomy & Physiology	4	James Kyes	AY
Duluth East	MATH 1150	Pre-Calculus	5	Peter Graves	AY
Duluth East	MATH 1150	Pre-Calculus	5	Bill Garnett	AY

\*\*Indicates courses that are considered one course for one fee.

**Duluth Public Schools**

<b>District Name</b>	Duluth Public Schools
<b>District #</b>	709
<b>District Contact</b>	Joan Lancour
<b>District Contact Email</b>	joan.lancour@isd709.org
<b>AEO CITS Contact</b>	Paula Williams
<b>AEO CITS Contact Email</b>	paula.williams@isd709.org
<b>AEO Principal</b>	Adrian Norman
<b>AEO Principal Email</b>	Adrian.Norman@isd709.org
<b>East CITS Contact</b>	Jamie Savre
<b>East CITS Contact Email</b>	jamie.savre@isd709.org
<b>East Principal</b>	Danette Seboe
<b>East Principal Email</b>	danette.seboe@isd709.org
<b>Denfeld CITS Contact</b>	Leah Hamm
<b>Denfeld CITS Contact Email</b>	leah.hamm-digatono@isd709.org
<b>Denfeld Principal</b>	Tom Tusken
<b>Denfeld Principal Email</b>	Thomas.Tusken@isd709.org
<b>Curriculum and Instruction Dir.</b>	Jennifer Larva
<b>Curriculum &amp; Inst Director Email</b>	Jennifer.Larva@isd709.org
<b>Superintendent</b>	John Magas
<b>Superintendent Email</b>	superintendent@isd709.org



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 1<sup>st</sup> day of July 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Community School Collaborative, 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:**

Whereas, the District has decided to have the Contractor act as fiscal agent, hire and supervise a Full-Service Community School Site Coordinator at Denfeld High School.

Now therefore, in consideration of the foregoing and of the mutual promises and covenants herein the parties agree to the following terms and conditions of this agreement.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2021 and shall remain in effect until June 30, 2022 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**

The Contractor will supervise the Full-Service Community School Site Coordinator to continue and/or establish programs and partnerships that follow the best practices of Full-Service Community Schools (FSCS) including the Four Pillars of FSCS: Integrated Student Supports, Expanded and Enriched Learning Time and Opportunities, Active Family and Community Engagement, and Collaborative Leadership and Practices.

The site-specific goals, strategies, and indicators of success of the Full-Service Community School Model will be outlined in a Full-Service Community School Site Plan, created by the Full-Service Community School Coordinator in collaboration with the school Principal, the Collaborative's Program Director, as well as representatives from families, community partners, teachers, and other school staff serving on the Full-Service Community School Site Leadership Team.

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.



If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

**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 \$50,000. Funding for this position is allocated through Denfeld High School.

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: ISD 709, Duluth Public Schools, Attn: Cathy Erickson, CFO, 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 (mailing address with zip) Duluth Community School Collaborative, 32 E 1<sup>st</sup> Ste, Ste 202, Duluth, MN 55802, Attn: Kelsey Gantzer, Executive Director.

**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 Workers' 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.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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.

Kelsey Hantzer, DCSC EXECUTIVE DIRECTOR 41-2002724 9/6/2021  
 Contractor Signature SSN/Tax ID Number Date

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

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

**This contract is funded by either:**

1. The following budget (include full 16 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

**Please check the appropriate line below:**

Check if the contract will be paid using District funds and enter the budget code in the top line below.

01	E	215	211	317	305-010
XX	XXX	XXX	XXX	XXX	XXXXXX

\_\_\_\_ Check if the contract will be paid using Student Activity Funds

\_\_\_\_ Check if the contract is a no-cost contract such as a Memorandum of Understanding

[Signature] 8/30/21  
 CFO / Superintendent of Schools / Board Chair Date

[Signature] 9-6-21  
 Denfeld Principal

August 31, 2021

A+ Landscaping, LLC  
Attn: Jeremy Beier  
6150 Old Miller Trunk Hwy  
Saginaw, MN 55779

**RE: QUOTE #4367 Snow Plowing Services - Denfeld High School, Homecroft Elementary School, Lakewood Elementary School, Rockridge Academy**

Dear Mr. Beier:

Attached please find a copy of the agreement between ISD #709 and A+ Landscaping, LLC for the above referenced project. After review and if you concur, please, sign and date the following items where indicated, via DocuSign by September 15, 2021:

- **Agreement**

Provide the following by September 15, 2021 (please email to [laura.smithtremble@isd709.org](mailto:laura.smithtremble@isd709.org)):

- **Insurance Certificate (ISD #709 must be named as Certificate Holder and Additional Insured on the Policy)**

Prior to starting:

- **Written Authorization to Proceed** (Will be issued after the above items are received and fully executed by ISD 709)

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2022)

Once fully executed by all parties via DocuSign, a copy of the Agreement will be emailed to you. If you have any questions, please call me at 218-336-8907.

Sincerely,



David Spooner, Manager of Facilities

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 31st day of August, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and A+ Landscaping, 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 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 1, 2021 and shall remain in effect until June 30, 2022, 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.** Perform all work as specified in **Quote #4367 Snow Plowing Services for Denfeld High School, Homecroft Elementary School, Lakewood Elementary School and Rockridge Academy** for the period of July 1, 2021 through June 30, 2022. Total contract award amount has an approximate value of \$39,275.00 depending upon the number and depth of snow events and through execution of this contract based upon rates as defined in the contractor's quote response.

This Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Contractor's response;
3. Contractor's Insurance Policy;
4. Contractor's Affidavit; and
5. Any other documents identified by District.

### 3. **Background Check.** N/A

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 the contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

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 an annual rate of approximately \$39,275.00 based upon the number and depth of snow events and rates as defined in the contractor's quote.



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 receipt of all required inspection reports and 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: ISD 709, Duluth Public Schools, Attn: David Spooner, 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 A+ Landscaping, LLC, 6150 Old Miller Trunk Hwy, Saginaw, MN 55779.

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. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. 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 vendor requirements apply to this Contract, those requirements apply to the award and performance of this Contract.

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

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

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

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

18. **Insurance.** 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 Workers' 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. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least \$1,500,000 per occurrence.

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

20. **Representatives of District.** 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>
Cathy Erickson	CFO/Executive Director of Business Services

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

<u>ISD 709 Employee</u>	<u>Position</u>
David Spooner	Manager of Facilities

21. **Protection of District.** 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.

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

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors,

material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

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

**23. Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**



## FORM OF QUOTATION SNOW PLOWING SERVICES

for the period of July 1, 2021 through June 30, 2022

**QUOTE #3267 #4367**

Thursday, June 24, 2021, 2:00 p.m.

Independent School District No. 709  
Duluth, Minnesota 55802

Date:


The undersigned, having personally and carefully examined the documents for Snow Plowing Services for the period of July 1, 2021 through June 30, 2022, for ISD 709, Duluth, Minnesota, filed in the office of the Supervisor of Purchasing for ISD 709, hereby proposes to provide all labor, material, equipment, and services necessary to complete the work, all in strict accordance with said documents.

SITE/ADDRESS	1" - 6"	6.01" - 12"	above 12"
1 Denfeld HS, 401 North 44th Avenue West	\$ <u>795</u>	\$ <u>975</u>	\$ <u>1275</u>
2 Homecroft, 4784 Howard Gnesen Road	\$ <u>450</u>	\$ <u>600</u>	\$ <u>875</u>
3 Lakewood, 5207 North Tischer Road	\$ <u>430</u>	\$ <u>675</u>	\$ <u>995</u>
4 Rockridge, 4849 Ivanhoe Street	\$ <u>230</u>	\$ <u>350</u>	\$ <u>450</u>
<b>Total of all sites per snowfall rate (1-4)</b>	\$ <u>1,905</u>	\$ <u>2,600</u>	\$ <u>3,595</u>

1" - 6" total x (16) snowfalls =	\$ <u>30,480</u>	per annual snowfall rate
6.01" - 12" total x (2) snowfalls =	\$ <u>5,200</u>	per annual snowfall rate
above 12" total x (1) snowfalls =	\$ <u>3,595</u>	per annual snowfall rate
<i>(total of three line amounts)</i>	\$ <u>39,275</u>	<b>Total Annual Amount of Bid</b>

Total Annual Amount of Quote is based on an estimated number of snowfalls, ISD 709 does not guarantee the minimum or maximum number of snowfalls.

Addendum Received: No. 1 \_\_\_\_\_ No. 2 \_\_\_\_\_ No. 3 \_\_\_\_\_

  
 Authorized Representative Signature  
Jeremy Beier  
 Print Name  
Vice President  
 Title  
218 729 9079 ext 2  
 Telephone Number  
Jeremy Beier  
 Primary Contact  
Jeremy Beier, 218-428-3050  
 Emergency Contact and Phone Number

A+ Landscaping, LLC  
 Company Name  
6150 Old Miller Trunk Hwy  
 Company Address  
Saginaw MN 55779  
 City State Zip  
N/A  
 Fax Number  
218 729 9079 ext 2  
 Primary Contact Phone Number  
Sales@ciplusduluth.com  
 Correspondence Email Address

**List all equipment to be used in performing snow plowing services:**

*This equipment will be inspected prior to accepting quote*

Equipment type	Make	Model	Year
Skid steer			
Plow trucks			
loader			

**List a minimum of four (4) previous projects:**

Project/Location	Years	Contact/Phone
Duluth HRA, Snow Plowing	3	Terry Pacynski 218 529 6308
Speedway Gas Stations, Snow Plowing	3	952-895-9197
Duluth Transit Authority, Snow plowing	2	Nancy Brown 218-623-4329
Affinity Plus, Snow plowing	2	Chris Crawford 651-312-9739



September 1, 2021

Mr. David Spooner  
Duluth Public Schools  
215 North First Avenue East  
Duluth, MN 55802

Smart engineering of  
roofs, walls, windows,  
pavements  
and waterproofing

RE: Additional Services Proposal for Wall and Roof Observation  
Denfeld High School Tower  
401 North 44<sup>th</sup> Avenue West  
Duluth, Minnesota 55807

Dear Mr. Spooner:

We are pleased to provide this additional services proposal for exterior wall and roof consultation and observation of the Denfeld High School tower to assess the condition of the tower skin and back-up wall as well as to determine a course of action for remediation of the deficiencies. Inspec will also provide design assistance for placement of the scaffold for tower access.

#### A. DEFINITIONS

1. Inspec: Inspec, Inc., Engineers/Architects
2. Client: Duluth Public Schools

#### B. PROJECT INFORMATION

##### 1. Context

It was determined during initial observations, that the existing pyramid structure on the clock tower was leaking. Additionally, it was determined that the parapet cap stones were not properly flashed and were a source of water intrusion.

##### 2. Clients Know Problems or Needs

The Client is requesting that Inspec continue to perform consultation, design, and construction oversight as it relates to the discoveries outlined in B.1. and the original proposal dated June 2, 2021.

#### C. BASIC SERVICES

The following Basic Services pertain to the scope of the exterior wall and roof observation described above.

##### 1. Visual Evaluation

Inspec will visit the site as required to observe the tower removal and document the existing conditions. Inspec will observe destructive test openings provided by the Client's mason to help determine the condition of the tower's structural back-up wall. Inspec will also observe conditions around the tower and inside the structure to gather information required to provide assistance with the scaffold erection.

5801 Duluth Street  
Minneapolis, MN 55422  
Ph. 763-546-3434  
Fax 763-546-8669

Chicago

Milwaukee

Minneapolis

Rochester

[www.inspec.com](http://www.inspec.com)

2. Documentation

Provide a written report which will include the existing tower conditions observed on site along with actions that can be taken to remediate the observed deficiencies.

3. Meetings

Attend meetings via online video conference or via conference call, as requested.

**D. COMPENSATION – BASIC SERVICES**

We propose to provide the above-described Basic Services for the following:

Wall Observation and Report ..... Hourly based on Inspec’s current Fee Schedule  
Roof Observation and Report..... Hourly based on Inspec’s current Fee Schedule

**E. REIMBURSABLES**

Reimbursables, such as automobile mileage, drive time, and out-sourced Professional Services such as Structural Engineering will be billed based on Inspec’s current Fee Schedule.

**F. ADDITIONAL SERVICES**

1. Based on our current knowledge of the existing conditions, we have, to the best of our ability, matched our Basic Services to the needs of your project. However, should the need arise for us to expand our services in response to conditions or events outside our control, we would, under your direction, submit a separate proposal covering such Additional Services.
2. Additional Services may include, but are not necessarily limited to, the following:
  - a. Infrared scans, wall deficiency surveys, leak testing, and further investigation beyond that described above. (The initial infrared survey of any building may create the need for a more detailed investigation and analysis of problems to determine the cause and repair options.)
  - b. Destructive test openings and/or coring of precast concrete to determine extent of moisture in wall. (This type of work may require contractor assistance for making test openings and wall observations and possibly an aerial lift rental for access.)
  - c. Hygrothermal modeling of wall to analyze wall energy efficiency.
  - d. Adapting the report, regardless of the level of development, to conform to the Client’s changes in the Scope of Services (see B.2.).
  - e. Any services resulting from the discovery of asbestos, mold, or any other existing hazardous materials.
  - f. Out-sourced services (professional or otherwise) hired by Inspec but not included under Basic Services, including, but not limited to, contractor assistance.

- g. Design development, construction documents, and construction administration/observation Services.
- h. Preparation work and/or meetings related to arbitration, legal, or other conflict resolution proceedings of which Inspec is not a party (also see Dispute Resolution).
- i. Additional meetings and/or site visits beyond those under Basic Services.

**G. COMPENSATION-ADDITIONAL SERVICES**

- 1. Compensation for Additional Services shall be established by separate Additional Services proposal(s) unless indicated otherwise herein.
- 2. Compensation for Additional Services provided directly by Inspec shall be based on Inspec's rate schedule that is current at the time that the Additional Services are provided.

**H. CLIENT'S RESPONSIBILITIES**

- 1. Client shall return the signed proposal to Inspec prior to the commencement of services.
- 2. Client shall arrange for access to the interior and exterior of the tower as needed, including, but not limited to, scaffold for close observations.
- 3. Client shall arrange for a mason to remove the masonry skin, as determined by Inspec, for observation of the tower structural back-up wall.

**I. PRELIMINARY OPINION OF PROJECT SCHEDULE**

The intent is to conduct the observation and provide the written report in the month of October 2021.

**J. SUSPENSION OR TERMINATION OF SERVICES**

The Agreement may be terminated by either party in the event of substantial to perform in the accordance with the terms of this Agreement through no fault of the terminating party but only after written notice of the specific nature of the failure to perform and after seven days opportunity to cure such a failure. If this Agreement is terminated, Inspec shall be paid for services performed to the termination notice date including reimbursable expenses due.

**K. RISK ALLOCATION/DISPUTE RESOLUTION**

- 1. All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including, but not limited to, breach thereof, shall be referred for mediation under the then current Construction Industry Mediation Rules of the American Arbitration Association prior to any recourse to arbitration or litigation.
- 2. The Client agrees to compensate Inspec for reasonable expenses incurred if Inspec is required to respond to legal processes which are related to Inspec's services, but that arise out of a lawsuit or proceeding to which Inspec is not a party.



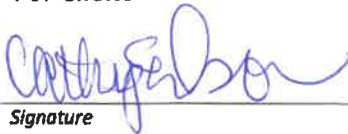
- 3. If the Client brings a lawsuit against Inspec that is dismissed or to which a verdict is rendered for Inspec, the Client will reimburse Inspec for costs of defense, including but not limited to reasonable attorney's fees.
- 4. In recognition of the relative risks and benefits of the project to both the Client and to Inspec, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit Inspec's total liability to the Client for any and all claims, losses, costs, damages of any nature whatsoever, or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Inspec to the Client shall not exceed \$20,000 or the total amount actually paid by Client to Inspec under this proposal, whichever is greater. It is intended that limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

**L. REMARKS**

This proposal is valid for sixty (60) days, after which time Inspec reserves the right to modify and resubmit.

This Agreement represents the entire and integrated agreement between Client and Inspec and supersedes all prior negotiation, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Inspec and Client. Nothing herein shall be construed to give any rights or benefits to anyone other than Client and Inspec.

**For Client**

  
Signature

Cathy Erickson

Printed Name

CFO

Printed Title

Duluth Public Schools

**For Inspec**

  
Signature

Matthew J. Bryan

Printed Name

Senior Consultant

Printed Title

INSPEC, INC.

MB/bap

Enclosure: Fee Schedule

**BUDGET CODE: 05 E 215 865 368 305 000 (Amended FY22 LTFM Ten-Year Plan)**



CHICAGO  
MILWAUKEE  
MINNEAPOLIS

## FEE SCHEDULE

Valid November 1, 2020 – October 31, 2021

		Regular Time Per Hour	Overtime Per Hour
<b>1 PERSONNEL SERVICES</b>			
01	Principal .....	\$200.00	
02	Professional Engineer/Registered Architect .....	\$180.00	
03	Registered Roof or Waterproofing Consultant, Supervisor .....	\$170.00	
04	Senior Consultant .....	\$160.00	\$185.00
05	Consultant .....	\$135.00	\$170.00
06	Registered Roof Observer, Senior Construction Observer .....	\$140.00	\$175.00
07	Specification Writer/Construction Support Specialist .....	\$110.00	
08	Construction Observer .....	\$110.00	\$140.00
09	CAD/REVIT Operator .....	\$100.00	
10	Technical Staff .....	\$90.00	
<b>2 EXPENSES</b>			
01	Automobile Mileage, per mile.....	\$0.72	
02	Meals, per day .....	\$45.00	
03	Lodging, per day .....	\$95.00	
04	Airfare, Car Rental, Parking, other job-related costs .....		Actual cost x 1.10
05	Infrared Camera, per hour .....	\$220.00	
06	Add'l Professional or Contractor Services .....		Invoice x 1.10
07	Window Testing Equipment, per day .....	\$250.00	
<b>3 FIELD SAMPLING/TESTING</b>			
01	Personnel Services as in #1 above		
02	Built-up Roof Sample Analysis for Material Quantities and Workmanship, per sample .....	\$280.00	
03	Single-ply Thickness Determination, per sample .....	\$75.00	
04	Fastener Withdrawal Test, each .....	\$100.00	
05	Bubble Gun Test for Air Barriers, per set .....	\$150.00	
06	Adhesion Test for Air Barriers, per set .....	\$150.00	
<b>4 LABORATORY TESTING</b>			
01	Built-up Roof Systems		
	A. Roof Samples		
	1. Without flood coat or gravel, Jennings Method .....	\$280.00	
	2. Without flood coat or gravel, ASTM D 3617 (12" x 12") .....	\$280.00	
	3. Surfacing inclusive, Jennings Method.....	\$320.00	
	4. Surfacing inclusive, ASTM D 2829, ASTM D 3617.....	\$320.00	
	B. Analysis of Bitumen		
	1. Softening Point, ASTM D 36.....	\$250.00	
	2. Penetration, ASTM D 5 .....	\$115.00	
	3. Flash Point, ASTM D 92.....	\$125.00	
	C. Moisture Tests		
	1. Felt only, ASTM D95.....	\$100.00	
	2. Built-up Roof Membrane, ASTM D 95 .....	\$160.00	
	3. Thermal Roof Insulation, oven dry method .....	\$160.00	
	D. Mineral Aggregate, ASTM D 1863, Sieve Analysis, ASTM C 136 .....	\$160.00	
02	Single-ply Systems		
	A. Membrane Thickness .....	\$85.00	
	B. Insulation Density.....	\$85.00	
	C. Ballast-mineral Aggregate, Sieve Analysis, ASTM C 136.....	\$80.00	
03	Pavement Systems		
	A. Coarse and Fine Aggregate Sieve Analysis, ASTM C 136 .....	\$80.00	
	B. Coarse and Fine Aggregate Wash Sieve, ASTM C 117 .....	\$80.00	



Bay West LLC  
5 Empire Drive, St. Paul, MN 55103  
651-291-0456 \* FAX 651-291-0099  
[www.baywest.com](http://www.baywest.com) \* [info@baywest.com](mailto:info@baywest.com)

September 10, 2021

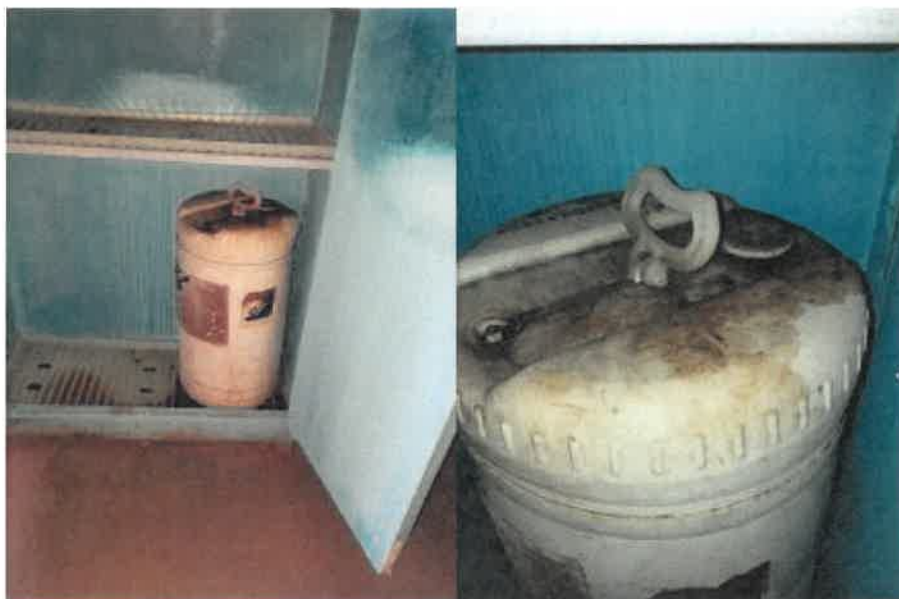
Matthew Johnson, GSP  
Safety, Health & Environmental Coordinator  
Office: (218) 336-8700 ext. 3240  
Cell: (218) 310-9678  
Email: Matt Johnson [matthew.johnson@isd709.org](mailto:matthew.johnson@isd709.org)

**Re: Chemical Cleanup, Packaging, Transportation & Disposal  
ISD 709 - Duluth Schools  
Duluth, MN 55802 (Site)  
Bay West Proposal No. P210909**

Dear Mr. Johnson:

Per your request, Bay West is pleased to provide you with the following cost proposal for services related to the chemical cleaning, packaging and disposal of the acid drum located at the above listed Site. This proposal has been generated based information provided by Mr. Johnson in email and phone correspondence.

Bay West will utilize professional personnel that have been trained per OSHA requirements for Hazardous Waste Operations and Emergency Response (HAZWOPER) and DOT 49 CFR Parts 172.704 (subpart H). Bay West has 46 years of experience in the waste handling industry, making us a strong and reputable partner in your waste disposal program.



*Equal Employment Opportunity/Affirmative Action Employer*



## 1.0 Scope of Work

As part of the scope of work Bay West will perform the following services:

- Bay West will prepare a general health and safety plan (SSHP) prior to arrival on site by which Bay West employees will be required to abide. Level C PPE using Saranex™ suits and air-purifying respirators (APRs) will be used on the project. Calcium gluconate will be on-site as part of the site contingency plan.
- Mobilize two field technicians to the Site on an agreed upon date.
- Clean the spilled acid in the cabinet and on the drum using a liquid neutralizer and acid compatible sorbent pads.
- Overpack the 15-gallon original container of acid along with the sorbent pads into a 30-gallon open top drum.
- Complete waste manifests and other DOT paperwork and transport the waste the designated waste end facility.
- Provide Mr. Johnson with a summary of the work completed and copies of all waste paperwork.

## 2.0 Cost Estimate

This project will be performed on a **time and materials (T&M) basis** pursuant to the Bay West Standard Fee Schedule and the stated assumptions below. It is estimated that the project can be completed utilizing two field staff in one standard working day. The total estimated cost for the services described in our scope of work is broken down in the attached cost estimating sheet.

<b>Total Time and Materials Estimated Cost (see attached breakdown)</b>	<b>\$ 2,532.50</b>
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This cost estimate is based upon the below list of assumptions:

## 3.0 Assumptions

- The work will be performed during normal business hours (7:00 am-5:00 pm) on normal business days (Monday through Friday).
- Final waste disposal costs will be verified by the waste end facility.
- An ISD 709 representative will sign all waste shipping documents.
- The acid cabinet will be cleaned and neutralized but not disposed of as part of the project.



Matt Johnson  
September 10, 2021  
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Thank you for the opportunity to submit this proposal. Bay West has been in the waste disposal, industrial and environmental contracting and consulting field for 46 years. We feel confident that our level of expertise can provide ISD 709 with high quality, cost-effective, and professional environmental services.

We appreciate the opportunity to be of service. Should you require any additional information, please contact me using the information provided below.

Respectfully Submitted,

Jeff Gordon, CHMM  
Project Manager  
Cell: 651-341-3273  
[jeffg@baywest.com](mailto:jeffg@baywest.com)

*Attachments:*  
*Cost Estimate*



Customer-Focused Environmental and Industrial Solutions  
 5 Empire Drive  
 St. Paul, MN 55103  
 (651) 291-0456  
[www.baywest.com](http://www.baywest.com)

**COST ESTIMATE: Chemical Cleaning, Overpacking, Transportation and Disposal for  
 ISD709 Duluth School District**

**Bay West Proposal No. P210909**

<b>LABOR</b>	<b>QTY</b>	<b>HOURLY RATE</b>	<b>PRICE</b>
Field Technician II	8.0 HR	\$65.00	\$520.00
Field Technician III	8.0 HR	\$75.00	\$600.00
Trans. & Disp. Coord.	3.0 HR	\$85.00	\$255.00
Subtotal			<b>\$1,375.00</b>

<b>EQUIPMENT &amp; INVENTORY ITEMS</b>	<b>QTY</b>	<b>UNIT RATE</b>	<b>PRICE</b>
Drum, Poly Open Top - 30 gal	1.0 DRM	\$115.00	\$115.00
Level C, Saranex-coated Suit	1.0 EA	\$190.00	\$190.00
Sorbent Pads, P-110 (50ct - 11" x 13")	0.5 BOX	\$28.00	\$14.00
Absorbent, Vermiculite	1.0 BAG	\$40.00	\$40.00
Neutralizer, Liquid Acid	0.5 GAL	\$61.00	\$30.50
Service Vehicle, Truck	1.0 DAY	\$70.00	\$70.00
Service Vehicle, Truck Mileage	400.0 MI	\$0.65	\$260.00
-	-		
Subtotal			<b>\$719.50</b>

<b>UNIT PRICED ITEMS</b>	<b>QTY</b>	<b>UNIT RATE</b>	<b>PRICE</b>
HF based Restoration Cleaner for Incineration (per Overpacked 15-gallon drum )	1.00	\$438.00	\$438.00
Subtotal			<b>\$438.00</b>

**ESTIMATED TOTAL \$2,532.50**





## PROJECT SERVICE AGREEMENT

This Agreement made and entered into this 10th day of September, by and between Independent School District 709 – Duluth Public Schools (“Client”), and Bay West LLC (“Bay West”).

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

### 1. Scope of Work

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

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

**See attached cost estimate for chemical cleanup, packaging and disposal in Duluth, MN. Bay West Proposal No. P210909. Standard Fee Schedule Rates apply.**

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

### 2. Term and Termination

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

### 3. Compensation

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

Exhibit A (check appropriate box):

Emergency Response Fee Schedule

Standard Fee Schedule

Other \_\_\_\_\_

### 4. Payment

- 4.1 While performing services pursuant to an Order, Bay West shall submit invoices and any applicable supporting documentation on a periodic basis. Payment shall be due within thirty (30) days from the invoice date. Interest at the rate of 1.5% per month shall accrue on any outstanding principle balance on invoices remaining unpaid commencing 30 days after the date of invoice.



4.2 Bay West understands that our Clients often pursue cost recovery actions for emergency response activities with their insurance company or other third parties. Please note, however, that Bay West requires payment within the aforementioned 30-day period regardless of whether the Client pursues cost recovery via a third party. If Client disputes Bay West's determination for the compensation due in an invoice, the undisputed portions shall be paid to Bay West within the thirty (30)-day payment period, and Client shall inform Bay West in writing within said thirty (30)-day payment period of the items and amounts in dispute. If Client and Bay West are unable to resolve the disputed items, the dispute shall be submitted to mediation as hereinafter provided. No portion of the compensation set forth in the invoice for payment shall be retained by Client for any reason or on account of any claim, set-off, or security. Client agrees to pay a late-payment penalty of 1.5% per month of any invoice amount unpaid thirty (30) days after the invoice date unless the unpaid amount is a disputed amount referred to mediation.

4.3 Bay West reserves the right to cease any further work for Client if the event any Bay West invoice is not paid within thirty (30) days of the date of the invoice.

## 5. Independent Bay West

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

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

6.1 Upon request, Bay West shall submit to Client copies of all applicable licenses, permits and approvals issued by any governmental authority to Bay West necessary for performance of the work.

6.2 Upon request, Bay West shall provide Client with copies of all documents relating to the services performed.

6.3 Bay West shall maintain complete, true and correct records in connection with each service performed and all transactions relating to each service. Bay West shall retain all such records for five (5) years after each Order has been fulfilled or for any longer period of time required by law.

## 7. Representations

7.1 Bay West represents as follows:

a) Bay West has the capability, experience, and means necessary to perform the services contemplated by this Agreement. Services will be performed using personnel, equipment, and material qualified and suitable to do the work requested.

b) Techniques for investigating, mitigating, or remediating hazardous, toxic, radioactive, pollutant, or irritant conditions are rapidly evolving and new solutions are continually being developed. Likewise, the standards and regulations being imposed by various government entities are subject to rapid and continuing change. Given this dynamic situation, Bay West will perform the Work consistent with that level of care and skill ordinarily exercised by members of its profession currently practicing under similar conditions. **NO OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IS MADE RESPECTING THIS AGREEMENT OR THE EQUIPMENT, DOCUMENTATION, REPORTS, AND SERVICES TO BE PROVIDED HEREUNDER, OR THE DELIVERY, USE, OR PERFORMANCE THEREOF.**

c) Sampling procedures employed by Bay West during the Work can indicate actual conditions only at the precise locations from which, and only at the time, samples are taken. Bay West may make inferences based upon the results of sampling or related testing to form a professional opinion of conditions in areas beyond those from which samples were taken. However, because a sampling program cannot prove the non-existence or non-presence of conditions or materials, Bay West cannot warrant, represent, or certify the non-existence or non-presence, or the extent of existence or presence, of conditions or materials, and Client's obligations under this Agreement will not be contingent upon Bay West's delivery of any warranties, representations, or certifications.

d) If requested to provide recommendations for transport, treatment or disposal of wastes, Bay West agrees to recommend only facilities recognized by the U.S. Environmental Protection Agency and the appropriate State jurisdiction as having all necessary licenses and permits.

7.2 Client represents as follows:

a) Where an Order includes coordinating transportation or disposal of waste belonging to Client, Client will provide Bay West with all known relevant information in its possession concerning the composition, quantity, toxicity or hazardous properties of





such waste for which services are requested. Client is and at all times shall remain responsible for the accuracy of information transmitted to Bay West or to the disposal facility or both regarding the composition of the waste unless the information originates with Bay West, and Client will notify Bay West at all times of any new information not previously transmitted regarding the composition of such waste.

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

#### **8. Assignment**

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

#### **9. Indemnification/Damages**

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



## **10. Insurance**

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

## **11. Confidentiality**

11.1 Client shall treat as confidential, information and data furnished to Client in connection with this Agreement by Bay West marked "Confidential" that relate to Bay West's technology, formulae, procedures, processes, inventions, and computer programs. Client shall not disclose the confidential information to any unaffiliated third party.

11.2 In the course of performing services under this Agreement, Client may disclose to Bay West, or Bay West may otherwise acquire, business or technical information Client considers confidential or proprietary. Bay West will maintain in confidence all such information and will not disclose the information to others. Bay West will further maintain in confidence the details of the work it is performing for Client specifically including the type of service being performed and the materials being handled, except as otherwise required by law or waived in writing by Client. Bay West will not use any of the above information for any purpose other than the performance of services for Client. Upon Client's request, Bay West shall return all reports, drawings, plans and other documentation furnished to Bay West by Client, and any copies thereof. Bay West may, however, retain one copy of any document prepared by or furnished to Bay West in connection with the performance of services under this Agreement in the files of its legal department for record purposes only.

11.3 Nothing contained in this Agreement shall prevent either Client or Bay West from disclosing to others or using in any manner information which (a) was known to the receiving party before disclosure by the other party, (b) is part of the public domain or becomes part of the public domain through no act or omission of the receiving party, or (c) has been or is furnished to the receiving party by a third party, other than one acting directly or indirectly for or on behalf of Client or Bay West, who is not under an obligation of confidentiality to the disclosing party.

11.4 In the event either party is required by a court or governmental authority to disclose any information received from the other party that is deemed by this Agreement to be confidential, the receiving party shall give prompt written notice to the other party, if possible, and allow the other party the opportunity to resist the disclosure.

## **12. Force Majeure**

12.1 Neither party shall be deemed in breach of this Agreement to the extent that a delay or failure in the performance of its obligations results from any cause beyond its reasonable control. Such causes include acts of God, war, riot, fire, explosion, accident, adverse weather conditions, strikes, lack of adequate supplies or transportation, labor or workforce shortages, and acts of governmental authorities.

12.2 The party asserting a right to suspend performance under this Agreement due to a force majeure cause shall promptly notify the other party of the cause, the performance suspended, and the anticipated duration of the suspension.

12.3 Upon receipt of the notice set forth in Section 12.2, the party who received the notice may elect to (a) terminate the affected service or any part thereof or (b) suspend the affected service or any part thereof for the duration of the force majeure condition. In the latter event, performance shall be resumed once the force majeure condition ceases. Unless written notice is given by the non-affected party within thirty (30) days after being notified of the force majeure condition, the party shall be deemed to have elected option b. In the event the non-affected party chooses or is deemed to have chosen option b, it may at any time thereafter terminate the affected service or any part thereof upon fifteen (15) days' notice.

## **13. Utilities**

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

## **14. Use of Reports and Records**

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



Report or Record for any purpose other than intended or the distribution to any third parties not specifically named in the Report or Record.

**15. Mediation**

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

**16. Entire Agreement**

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

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



DocuSigned by:  
Cathy Erickson  
EB8F2CAC8D644B2...  
(Signature)

By: Cathy Erickson  
(Typed name)

Its: CFO  
(Authorized Signer's title)



DocuSigned by:  
Jeff Gordon  
749E109EE51F4EB...  
(Signature)

By: Jeff Gordon  
(Typed name)

Its: Project Manager  
(Authorized Signer's title)

**BUDGET CODE: 05 E 005 865 347 305 000**

September 1, 2021

Kraus-Anderson Construction Company  
Attn: Mike Dosan  
3716 Oneota Street  
Duluth, MN 55807

**Re: Removal of Tables, Desks, Chairs and Office Furniture from HOCHS**

Dear Mr. Dosan:

Attached please find a copy of the agreement between ISD #709 and Kraus-Anderson Construction Company for the above referenced project. After review and if you concur, please, sign and date the following items where indicated, via DocuSign by **September 15, 2021**:

- **Agreement**
- **Asbestos Containing Materials Acknowledgement Form** (Included for ISD #709 signature)

Provide the following by September 15, 2021 (please email to [laura.smithtremble@isd709.org](mailto:laura.smithtremble@isd709.org)):

- **Insurance Certificate** (ISD #709 must be named as Certificate Holder and Additional Insured on the Policy)

Prior to starting:

- **Written Authorization to Proceed** (Will be issued after the above items are received and fully executed by ISD 709)

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office)
- **Withholding Affidavit for Contractors (IC 134)** - shall be completed, certified by the Minnesota Department of Revenue and returned to the Facilities Management office.

Once fully executed, a copy of the Agreement will be sent to you via DocuSign and this will also serve as your Authorization to Proceed. If you have any questions, please call me at 218-336-8907.

Sincerely,



David Spooner, Manager of Facilities

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 31st day of August, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Kraus-Anderson Construction Company, 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 upon full execution of this agreement and all requirements and shall remain in effect until all obligations set forth in this Agreement have been satisfactorily fulfilled.
2. **Performance.** Perform all work as specified in **Proposal dated August 30, 2021 - Removal of Tables, Desks, Chairs and Office Furniture from HOCHS on 2nd and 3rd Floors for the Not To Exceed Estimate of \$32,428.00 (three (3) days per floor with up to four (4) guys)**. If additional removal is required for the 1st floor and / or other areas as directed by David Spooner, Manager of Facilities, it would be at the hourly rate of \$95.00.

This Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Contractor's proposal;
3. Contractor's Insurance Policy;
4. Contractor's Affidavit; and
5. Any other documents identified by District.

### 3. **Background Check.** N/A

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 the contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

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 for the not to exceed estimated amount of \$32,428.00. 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 receipt of all required backup documentation and 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: ISD 709, Duluth Public Schools, Attn: David Spooner, 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 Kraus-Anderson Construction Company, 3716 Oneota Street, Duluth, MN 55807.

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. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. 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 vendor requirements apply to this Contract, those requirements apply to the award and performance of this Contract.

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

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

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

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

18. **Insurance.** 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. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least \$1,500,000 per occurrence.

19. **Bonding.** Contractor shall provide such Payment and Performance Bonds as required.

20. **Representatives of District.** 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>
Cathy Erickson	CFO/Executive Director of Business Services

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

<u>ISD 709 Employee</u>	<u>Position</u>
David Spooner	Manager of Facilities

21. **Protection of District.** 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.

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

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors,



material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

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

**23. Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**





INDEPENDENT SCHOOL DISTRICT NO. 709

ASBESTOS CONTAINING MATERIALS
CONTRACTOR/SHORT TERM WORKER
ACKNOWLEDGEMENT FORM

The Contractor's representative(s) will meet with the building Engineer on site to review the areas where they will be working within the building. The building Engineer will review the Asbestos Management Plan and determine if there is any asbestos containing materials located in the proposed work area. Appropriate action will be taken based on what the building Engineer finds. I understand that Asbestos Containing Material (ACM) may be undetected, especially if it is located within or behind existing structures. I further understand that if I encounter or suspect ACM, I must cease work and contact the building Engineer. I am knowledgeable in the appropriate procedures to work around or near ACM.

Date: 9/16/2021

DocuSigned by: Mike Dosan
8317783D20C44AB

Contractor's Representative's Signature:

Contractor's Representative's Printed Name: Mike Dosan

Company Phone Number: 218-591-0943

Emergency Phone Number: 218-591-0943

Company Name: Kraus Anderson Construction Company

City, State: Duluth, MN

Address: 3716 Oneota Street

Project Description: Remove tables, chairs and work stations left behind by the District on 2nd and 3rd Floors. Any additional work will be billed at \$95.00/Hr

Bid Number or Quote Number: NA

Office Use

AHERA Designated Person's Signature:

School: Date:

THIS FORM MUST BE RETURNED TO FACILITIES MANAGEMENT BEFORE THE WRITTEN AUTHORIZATION TO PROCEED IS ISSUED TO THE CONTRACTOR

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 9th day of September, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Sterle & Co., 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 9/9/2021 and shall remain in effect until 6/30/2022, 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.** Financial audit assistance as needed.

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.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

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 \$75.00 hourly and \$ 2,000.00 in total.

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: ISD 709, Duluth Public Schools, Attn: Simone Zunich, 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 (mailing address with zip) Sterle & Co., 522 E. Howard St., #207, Hibbing, MN 55746.

**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:

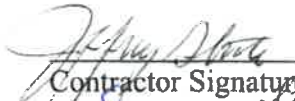
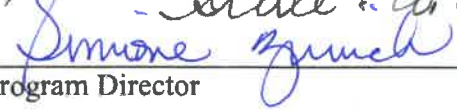
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

**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.

 Bonnie L. Steele      41-1726259      9/9/21  
 Contractor Signature      SSN/Tax ID Number      Date  
 Simone Zunch      \_\_\_\_\_      9/10/21  
 Program Director      \_\_\_\_\_      Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

**Please check the appropriate line below:**

XXX Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	012	110	000	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

\_\_\_\_\_ Check if the contract is a no-cost contract such as a Memorandum of Understanding

 \_\_\_\_\_      9/14/21  
 CFO / Superintendent of Schools / Board Chair      Date



IXL Learning  
777 Mariners Island Blvd., Suite 600  
San Mateo, CA 94404

# QUOTE

QUOTE # 1090767-2  
DATE: SEPTEMBER 17, 2021

**TO:**

Susan Lehna  
Lester Park Elementary School  
5300 GLENWOOD ST  
DULUTH, MN 55804

**COMMENTS OR SPECIAL INSTRUCTIONS**

SALESPERSON	TERMS	SUBSCRIPTION DURATION	QUOTE VALID UNTIL
Stephanie Kortan		1 year	October 17, 2021

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	IXL site license (Grades 2-5: 400 students) Subjects: Math and ELA	\$6,200.00	\$6,200.00
1	New Building Discount (15%) <i>Unlimited instructor accounts included</i>	-\$930.00	-\$930.00
SUBTOTAL			\$5,270.00
SALES TAX			—
SHIPPING & HANDLING			—
TOTAL DUE			\$5,270.00

**Ordering instructions**

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, [click here](#) or go to <http://www.ixl.com/po-upload> and enter quote # 1090767-2. For international accounts, we can accept wire transfers for an additional fee.





**SALES CONTRACT**

**CONTRACT #78155**

**September 17, 2021**

IXL Learning  
777 Mariners Island Blvd., Suite 600  
San Mateo, CA 94404

**CUSTOMER**

Susan Lehna  
Lester Park Elementary School  
5300 GLENWOOD ST  
DULUTH, MN 55804

**SUBSCRIPTION INFO**

Salesperson	Quote #	Subscription duration
Stephanie Kortan	1090767-2	1 year

**PAYMENT PLAN**

Amount	Invoice date
\$5,270	October 17, 2021
<b>TOTAL</b>	<b>\$5,270</b>

*Price valid until October 17, 2021*

**ACCEPTANCE OF SALES CONTRACT**

This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

**AUTHORIZED SIGNATURE**

*Cathryn Wilson*

**DATE**

*9/17/21*



## TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

All checks should be mailed to:

IXL Learning  
777 Mariners Island Blvd., Suite 600  
San Mateo, CA 94404

Credit card payments may be made by phone at (855) 255-8800.

Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.

3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our websites Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learnings website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individuals account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Childrens Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.

**6. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**

- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

**Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.**

- 7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTHS FEES.
- 8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
- 9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
- 10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
- 11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract:  
Toll-free (855) 255-8800 | Direct (650) 372-4300 | E-mail [orders@ixl.com](mailto:orders@ixl.com)  
Completed sales contracts should be emailed to your sales consultant.

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 9th day of September, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Aunty's Child Care 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 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 September 13, 2021 and shall remain in effect until May, 24,2022, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (5 days per week) Monday, Tuesday, Wednesday, Thursday, and Friday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: **5714 Wadena Street, Duluth, MN 55807.**

The approximate date the service will begin is **September 13, 2021** and shall not extend beyond **May 24, 2022**; the contract not to exceed a total of **158 Days** (attending 5 Days per Week. The District will pay 5 days per week @ \$36.00 per day).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. **Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) 215 North 1st Avenue East, Duluth, MN 55802, on the 15<sup>th</sup> of each month for the preceding month.**

- 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.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

**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 \$36.00 per day and \$5,688.00 in total.

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: ISD 709, Duluth Public Schools, Attn: Jason Crane, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. Invoices may be emailed directly to [ap.vendor@isd709.org](mailto:ap.vendor@isd709.org)

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 Aunty's Child Care LLC, 5714 Wadena Street, Duluth, MN 55807.

**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 Workers' 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.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

Contractor Signature	SSN/Tax ID Number	Date
		9/10/21
Program Director		Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

**Please check the appropriate line below:**

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

\_\_\_\_\_ Check if the contract is a no-cost contract such as a Memorandum of Understanding

	9/14/21
CFO / Superintendent of Schools / Board Chair	Date



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 9th day of September, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Creation Station Child Care, 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 September 13, 2021 and shall remain in effect until June 3, 2022, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (3 days per week) Monday, Tuesday, and Thursday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: **2101 Trinity Road, Duluth, MN 55811.**

The approximate date the service will begin is **September 13, 2021** and shall not extend beyond **June 3, 2022**; the contract not to exceed a total of **98 Days** (attending 3 Days per Week. The District will pay 3 days per week @ \$92.00 per week).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) 215 North 1st Avenue East, Duluth, MN 55802, on the 15<sup>th</sup> of each month for the preceding month.

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.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

**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 \$30.67 per day and \$3,005.66 in total.

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: ISD 709, Duluth Public Schools, Attn: Jason Crane, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. Invoices may be emailed directly to [ap.vendor@isd709.org](mailto:ap.vendor@isd709.org)

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 Creation Station Child Care, 2101 Trinity Road, Duluth, MN 55811.

**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 Workers' 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.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

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## AGREEMENT

**THIS AGREEMENT**, made and entered into this 22nd day of September, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Creation Station Child Care, 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 September 27, 2021 and shall remain in effect until March 22, 2022, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (5 days per week) Monday, Tuesday, Wednesday, Thursday and Friday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: **2101 Trinity Road, Duluth, MN 55811.**

The approximate date the service will begin is **September 27, 2021** and shall not extend beyond **March 22, 2022**; the contract not to exceed a total of **108 Days** (attending 5 Days per Week. The District will pay 5 days per week @ \$92.00 per week).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) 215 North 1st Avenue East, Duluth, MN 55802, on the 15<sup>th</sup> of each month for the preceding month.

- 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.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

**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 \$92.00 per week and \$2,208.00 in total.

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: ISD 709, Duluth Public Schools, Attn: Jason Crane, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. Invoices may be emailed directly to [ap.vendor@isd709.org](mailto:ap.vendor@isd709.org)

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 Creation Station Child Care, 2101 Trinity Road, Duluth, MN 55811.

**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 Workers' 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.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

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## AGREEMENT

**THIS AGREEMENT**, made and entered into this 16th day of September, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Creation Station Child Care, 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 September 20, 2021 and shall remain in effect until June 3, 2022, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (5 days per week) Monday, Tuesday, Wednesday, Thursday and Friday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: **2101 Trinity Road, Duluth, MN 55811.**

The approximate date the service will begin is **September 20, 2021** and shall not extend beyond **June 3, 2022**; the contract not to exceed a total of **155 Days** (attending 5 Days per Week. The District will pay 5 days per week @ \$184.00 per week).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. **Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) 215 North 1st Avenue East, Duluth, MN 55802, on the 15<sup>th</sup> of each month for the preceding month.**

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.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

**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 \$184.00 per week and \$6,256.00 in total.

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: ISD 709, Duluth Public Schools, Attn: Jason Crane, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. Invoices may be emailed directly to [ap.vendor@isd709.org](mailto:ap.vendor@isd709.org)

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 Creation Station Child Care, 2101 Trinity Road, Duluth, MN 55811.

**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.

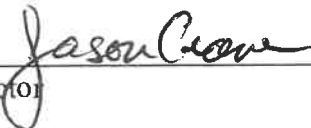
**13. Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

**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.

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

Contractor Signature	SSN/Tax ID Number	Date
		9/16/21
Program Director		Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

**Please check the appropriate line below:**

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding

	9/17/21
CFO / Superintendent of Schools / Board Chair	Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 23rd day of September, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Hope for Kids Childcare Center, 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 October 1, 2021 and shall remain in effect until November 11, 2021, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (3 days per week) Monday, Tuesday, Wednesday, Thursday, Friday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: **301 W. St. Marie Street, Duluth, MN 55803.**

The approximate date the service will begin is **October 1, 2021** and shall not extend beyond **November 11, 2021**; the contract not to exceed a total of **18 Days** (attending 3 Days per Week. The District will pay 3 days per week @ \$50.00 per day).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. **Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) 215 North 1st Avenue East, Duluth, MN 55802, on the 15<sup>th</sup> of each month for the preceding month.**

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.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

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 \$50.00 per day and \$900.00 in total.

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: ISD 709, Duluth Public Schools, Attn: Jason Crane, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. Invoices may be emailed directly to [ap.vendor@isd709.org](mailto:ap.vendor@isd709.org)

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 Hope for Kids Childcare Center, 301 W. St. Marie Street, Duluth, MN 55803.

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

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

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

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

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

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

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

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


**Workers' Compensation Insurance:** Contractor must provide Workers' 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.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

Contractor Signature	SSN/Tax ID Number	Date
		9/24/21
Program Director		Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

**Please check the appropriate line below:**

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

\_\_\_\_\_ Check if the contract is a no-cost contract such as a Memorandum of Understanding

	9/27/21
CFO / Superintendent of Schools / Board Chair	Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 9th day of September, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakeview Child Care and Music Center, 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 September 13, 2021 and shall remain in effect until May 31, 2022, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (3 days per week) Monday, Wednesday, and Friday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: **1807 Lakeview Drive, Duluth, MN 55803 .**

The approximate date the service will begin is **September 13, 2021** and shall not extend beyond **May 31, 2022**; the contract not to exceed a total of **96 Days** (attending 3 Days per Week. The District will pay 3 days per week @ \$387.00.00 per month).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. **Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) 215 North 1st Avenue East, Duluth, MN 55802, on the 15<sup>th</sup> of each month for the preceding month.**

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.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

**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 \$387.00 per month and \$3,483.00 in total.

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: ISD 709, Duluth Public Schools, Attn: Jason Crane, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. Invoices may be emailed directly to [ap.vendor@isd709.org](mailto:ap.vendor@isd709.org)

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 Lakeview Child Care and Music Center, 1807 Lakeview Drive, Duluth, MN 55803.

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

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

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

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

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

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

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

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

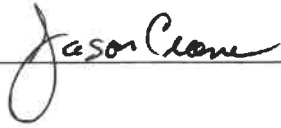
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

Contractor Signature	SSN/Tax ID Number	Date
		9/10/21
Program Director		Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

**Please check the appropriate line below:**

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding

	Date
CFO / Superintendent of Schools / Board Chair	9/14/21



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 10th day of September, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakeview Child Care and Music Center, 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 September 13, 2021 and shall remain in effect until June 3, 2022, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (3 days per week) Mondays or Tuesdays, Wednesdays, and Thursday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: **1807 Lakeview Drive, Duluth, MN 55803 .**

The approximate date the service will begin is **September 13, 2021** and shall not extend beyond **June 3, 2022**; the contract not to exceed a total of **105 Days** (attending 3 Days per Week. The District will pay 3 days per week @ \$387.00 per month).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. **Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) 215 North 1st Avenue East, Duluth, MN 55802, on the 15<sup>th</sup> of each month for the preceding month.**

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.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

**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 \$387.00 per month and \$3,870.00 in total.

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: ISD 709, Duluth Public Schools, Attn: Jason Crane, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. Invoices may be emailed directly to [ap.vendor@isd709.org](mailto:ap.vendor@isd709.org)

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 Lakeview Child Care and Music Center, 1807 Lakeview Drive, Duluth, MN 55803.

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

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

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

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

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

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

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

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


**Workers' Compensation Insurance:** Contractor must provide Workers' 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.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

Contractor Signature	SSN/Tax ID Number	Date
		9/10/21
Program Director		Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

**Please check the appropriate line below:**

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

\_\_\_\_\_ Check if the contract is a no-cost contract such as a Memorandum of Understanding

	9/14/21
CFO / Superintendent of Schools / Board Chair	Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 9th day of September, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Little Lynx Preschool - Lakewood, 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 September 7, 2021 and shall remain in effect until June 10, 2022, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (3 days per week) Tuesday, Wednesday, and Thursday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: **5207 N. Tischer Road, Duluth, MN 55804.**

The approximate date the service will begin is **September 7, 2021** and shall not extend beyond **June 10, 2022**; the contract not to exceed a total of **108 Days** (attending 3 Days per Week. The District will pay 3 days per week @ \$196 per month).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) 215 North 1st Avenue East, Duluth, MN 55802, on the 15<sup>th</sup> of each month for the preceding month.

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.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

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 \$196.00 per month and \$1,960.00 in total.

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: ISD 709, Duluth Public Schools, Attn: Jason Crane, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. Invoices may be emailed directly to [ap.vendor@isd709.org](mailto:ap.vendor@isd709.org)

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 Little Lynx Preschool - Lakewood, 5207 N. Tischer Road, Duluth, MN 55804.

**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 Workers' 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.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

Contractor Signature	SSN/Tax ID Number	Date
		9/10/21
Program Director		Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).


**Please check the appropriate line below:**

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding

	9/14/21
CFO / Superintendent of Schools / Board Chair	Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 9th day of September, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Little Lynx Preschool - Lakewood, 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 September 7, 2021 and shall remain in effect until June 10, 2022, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (3 days per week) Monday, Wednesday, and Friday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: **5207 N. Tischer Road, Duluth, MN 55804.**

The approximate date the service will begin is **September 7, 2021** and shall not extend beyond **June 10, 2022**; the contract not to exceed a total of **100 Days** (attending 3 Days per Week. The District will pay 3 days per week @ \$376.00 per month).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) 215 North 1st Avenue East, Duluth, MN 55802, on the 15<sup>th</sup> of each month for the preceding month.

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.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

**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 \$376.00 per month and \$3,760.00 in total.

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: ISD 709, Duluth Public Schools, Attn: Jason Crane, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. Invoices may be emailed directly to [ap.vendor@isd709.org](mailto:ap.vendor@isd709.org)

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 Little Lynx Preschool - Lakewood, 5207 N. Tischer Road, Duluth, MN 55804.

**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:

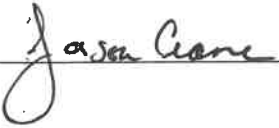
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

Contractor Signature	SSN/Tax ID Number	Date
		9/10/21
Program Director		Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

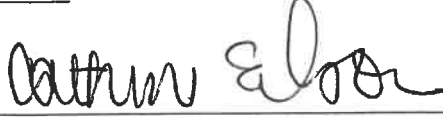
**Please check the appropriate line below:**

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

\_\_\_\_\_ Check if the contract is a no-cost contract such as a Memorandum of Understanding

	9/14/21
CFO / Superintendent of Schools / Board Chair	Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 27th day of September, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Wellride Lcc. , 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:** *Wellride LLC. Is a transportation agency that will provide professional transportation service to bring a student home from school.*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 27, 2021 and shall remain in effect until June 9, 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *To provide transportation home from school for [REDACTED]. Pick up time is 3:30PM Monday – Friday from Duluth East High School to the student's home at [REDACTED]*

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.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

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 \$31.00 daily and \$ 4,929.00 in total.

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: ISD 709, Duluth Public Schools, Attn Brenda Vieths, 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 (mailing address with zip) Joe Drexler, 331 E 4<sup>th</sup> St, Duluth, MN 55804.

**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:

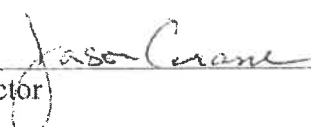
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

Contractor Signature	SSN/Tax ID Number	Date
		9/28/21
Program Director		Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).


**Please check the appropriate line below:**

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

03	E	013	760	723	136	000
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding

	9/28/21
CFO / Superintendent of Schools / Board Chair	Date

**Addendum 1**  
**Agreement between Duluth Public Schools ISD#709**  
**And**  
**Residential Services Inc.**

This agreement is between Residential Services, Inc. 2900 Piedmont Ave, Duluth, MN 55811, Contractor, and Duluth Public Schools, 215 North 1st Ave East, Duluth, MN 55802, a school district.

**Services**

The Contractor will provide Direct Support Professional (DSP) services and special education paraprofessional duties as instructed and trained under the direction of Duluth Public Schools staff, to [REDACTED]. The responsibility for determining the quantity and frequency of DSP services shall rest with the school district.

The Contractor will complete any clinical documentation of cares delivered as required by the School District and consistent with DSP standards.

The Contractor will orient DSP staff to the Vulnerable Children and Adult Act, infection control and universal precautions, and student plan of care.

The School District will notify the provider in a timely manner of any changes in the time schedule or hours of service.

The School District will furnish Contractor with all records and information relevant to the client for purposes of service being provided.

The School District will furnish Contractor with any relevant school policies.

**Fees**

The date of service will begin *September 7, 2021* and shall not extend beyond *November 30, 2021*, the contract not to exceed *56 days* and *20 hours per week*. The district agrees to reimburse Residential Services Inc. \$21.50 per hour for a sum not to exceed *\$5,160.00* for the time worked with [REDACTED] while participating in school activities.

**Contract for Services  
Agreement between Independent School District #709  
and  
Residential Services Inc.**

This agreement is between Residential Services Inc., 2900 Piedmont Ave., Duluth, MN 55811, Contractor, and Duluth Public Schools ISD#709, 215 North 1st Ave East , Duluth MN 55802, a school district.

**Scope of Service**

Contractor shall provide the services described in attached addendum 1

Contractor shall hold appropriate licensure for provision of services. Describe licensure or qualifications of the agency staff if applicable:

*Check all that apply below*

District requires a current copy of assurances for providing Direct Support Professional (DSP) as outlined in MN Statute 245D

Services are consultative with special education staff.

Services are during confirmed weekly checks ins of attendance with the certified licensed teacher.

Contractor shall provide a copy of Criminal Background Report and MCHP Screening for individuals providing services to students in the school system noted above. *(See Paragraph 3 under Compliance)*

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

**Site of Service**

Services to be provided at school site(s)

Services to be provided in the student's home.

## **Payment**

The cost of services shall be as set forth in Addendum 1. Contractor shall submit an invoice to the District for services provided. Payment will be made within 35 days of receipt of detailed invoice. The invoice should be mailed to:

Duluth Public Schools  
Attn: Jackie Ward  
215 N 1st Ave E  
Duluth, MN 55802

**Invoices are required to be sent within 60 days of services.**

## **Term**

This Agreement shall be deemed to be effective as of September 28, 2020 and shall remain in effect until June 30, 2021, unless terminated later as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first. This contract does not automatically renew.

## **Cancellation Clause**

Either party may terminate this agreement without cause by providing thirty (30) days written notice of such intent to this effect to the other party. District may cancel this agreement for cause by providing written notice to the Contractor.

## **Independent Contractor**

For the purposes of this agreement, Contractor is an independent contractor. Nothing contained in this agreement is intended nor shall be construed in any manner to create or establish a relationship of legal co-partners, joint ventures or joint powers between the parties. No statement contained in this agreement shall be construed so as to find the Contractor, its employees, agents or representatives to be employees or agents of District. The District will make no deductions for federal Income Tax, FICA, or state income tax.

## **Hold Harmless**

Contractor shall indemnify and hold District harmless for any and all damages, costs and expenses including attorney's fees which District, its officials, employees, or agents may sustain arising from any act or omission of Contractor in the execution, performance or failure to adequately perform the Contractor's obligations under this Agreement.

## **Privacy of Pupil Records**

Pursuant to the District's Protection and Privacy of Pupil Records Policy and consistent with the requirements of the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act, the Contractor shall be deemed to be a school official when performing the duties and responsibilities of the District. As such, the Contractor certifies and agrees that all data created, collected, received, stored, used, maintained, or disseminated by the Contractor must comply with the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act.

## Insurance

Contractor shall, during the life of the Contract, purchase and maintain insurance coverage with the minimum limits as follows:

1. Workers Compensation

A. Statutory State Coverage

B. Employee Liability Coverage with the following limits:

Bodily Injury by Accident 100,000 Each Accident

Bodily Injury by Disease 100,000 Each Employee

Bodily Injury by Disease 500,000 Each Policy Limit

2. General Liability Insurance

A. Commercial Liability Policy—Occurrence (Form CG 00 01 98 or its equivalent)

Combined Single Limit: \$1,500,000

Personal Injury Liability \$1,500,000

Products Completed Operations \$1,500,000

General Aggregate \$1,500,000

B. Duluth Public Schools shall be added to the policy as additional insured using ISO form CG 2026.

3. Automobile Liability Insurance including hired/ non-owned Auto.

4. Professional Liability Insurance with limits of \$1,500,000 each occurrence / \$1,500,000 aggregate.

Contractor will provide the District with proof of insurance of an Accord Certificate form. The name of the insured shall match the name on the Contract. The certificate holder shall be Duluth Public Schools, 215 N. 1st. Ave E., Duluth, MN 55802. The certificate will provide the district with 30 days' notice of cancellation, non-renewal or material change in the coverage.

*The school district does not represent that the required coverage and limits are adequate to protect the contractor and such coverage limits will not be deemed as a limitation of the*

*Contractor's liability to the District under this contract.*

## **Compliance**

The Contractor agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Contractor's performance of the provisions of this Agreement. It shall be the obligation of the Contractor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

All of the data created, collected, received, stored, used, maintained, or disseminated by the contractor in performing his duties pursuant to this contract is subject to the requirements of Chapter 13 of the Minnesota Statutes and the contractor must comply with the requirements of Minnesota Statute as if it were a government entity.

Agency must perform a background study for each employee or contractor who will provide services to students. If any service provider does not pass the background study, agency will not allow the service provider to have direct contact with the student. Copy of background studies will be provided upon request to the Duluth Public Schools. The agency will also check each service provider to make sure they are not on the Minnesota Health Care Programs (MHCP) Excluded Provider List in the LEIE downloadable database at start of service and a minimum of monthly. If the provider is on the MHCP and/or Federal Office of Inspector General list, they will not be allowed to continue to provide service to the student. Questions can be answered by the Minnesota Department of Human Services provider call center at 651-431-2700.

This agreement shall be reviewed and authorized by the Director of Student Support Services and shall be supervised by the Director or Designee.

## **Modification or Amendment**

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

## **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.



**Residential Services Inc.**

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Duluth Public Schools**

Signed: Jackie R. Ward Signed: Cathleen E. Croz

Title: Ass. Director of Spec Title: CFD

Date: Sept 9, 2021 Date: 9/14/21

**Budget Code**

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