

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of September, 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Interquest Canines, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 4, 2018, and shall remain in effect until June 7, 2019 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.** Interquest shall provide contraband inspection services utilizing non-aggressive contraband detection canines. Such inspections may be conducted on an unannounced basis under the auspices and direction of administration with Interquest acting as an agent of the district while conducting such inspections. Communal areas, lockers, gym areas, parking lots (automobiles), grounds, and other select areas as directed by district officials, shall be subject to inspection. Contraband detected on district property is the responsibility of the district. Suspected drugs of abuse may be field tested to provide preliminary or presumptive identification of the drug.
3. **Background Check.** (Applies to contractors working independent with students) Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.
4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$5040 (8 visits each for Denfeld and East). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of _____, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail: Interquest Canines, 34501 640th Ave., Wadena, MN 56482.

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

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

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

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

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

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

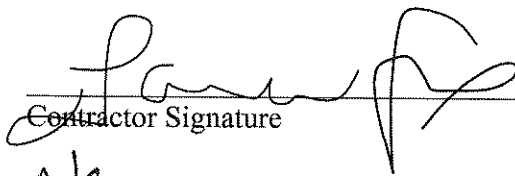
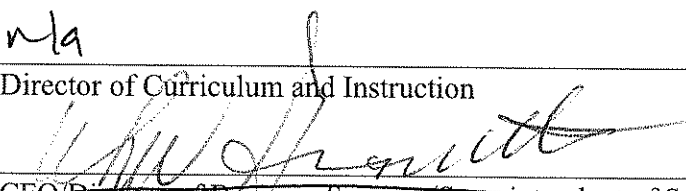
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

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

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

	48-1267021	Sept. 5, 2018
Contractor Signature	SSN/Tax ID Number	Date
<u>na</u>		
Program Director		Date
<u>na</u>		
Director of Curriculum and Instruction		Date
		9/5/18
CFO/Director of Business Services/Superintendent of Schools		Date
<u>Superintendent</u>		



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

PURPOSE

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

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

COST

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

TRANSCRIPTS

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

STUDENT QUALIFICATIONS

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

Eligibility:

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

INSTRUCTOR QUALIFICATIONS

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

COLLABORATION REQUIREMENTS

Lake Superior College CITS Staff

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

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

Lake Superior College Faculty Mentors:

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

High School Instructors, Administrators, and Staff:

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

COURSES

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

Cost: \$15,750

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

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

Duluth Public Schools

W. Brant
Superintendent or Assistant Superintendent

W. Brant
Director of Curriculum and Instruction

Barrett She
East Principal

Lake Superior College

131
Jenna Treubert, College in the Schools Coordinator

W. Brant
Michael, Director of Admissions

Barrett She
Michelle, Student Affairs
Barrett She
Daryl, Principal

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

Amendment to LSC Contract Agreement for 2018-2019 School Year
Submitted prior to August 1, 2018 (No changes shall be revised after this date)

Change Requested: Remove BIOL 1005 and 1140 at Denfeld
Reason for Change: School request, class not offered this year
Payment change: -\$2,250 for new total of \$13,500

REVISED COURSE LIST

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

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

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

Duluth School District

Lake Superior College

[Signature]
High School Guidance Counselor or Designee

[Signature]
Denfeld Principal

[Signature]
Director of C&I or Designee

9/10/18

Jenna Tremberth, College in the Schools Coordinator

Sherry Sanchez Tibbets, Interim Director of Admissions

Michael Seymour, VP Academic & Student Affairs

Date _____
*Revised Contract not valid until all signatures are obtained Cc: LSC Business Office

Date _____

Memorandum

To: Bill Gronseth
Superintendent

From: Dave Spooner *Dave Spooner*
Manager of Facilities

Date: September 25, 2018

Re: HVAC Temporary Winter Position

The District HVAC shop employs two personnel that maintain heating and ventilation systems district-wide. These positions are housed and work out of Facilities Management.

Currently we have 3 vacant buildings, which need inspection 3 times per week to ensure heating systems are operating correctly, and that there are no hazards that could impact building integrity. This weekly effort consumes 3 hours of time each day, with 9 hours total over the three days each week.

To properly focus our in-house staff on current regular work, I am recommending we temporarily hire John Hoban, in a similar manner as years past, to perform this vacant building inspection task, for a time period not to exceed 26 weeks, and a cost not to exceed \$10,000.

Recommendation:

I am recommending that we enter into agreement with John Hoban, in a temporary manner not to exceed 26 week, and not to exceed \$10,000, as per attached contract.

Enclosure(s)

AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of September, 2018, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and **Mr. John K. Hoban**, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for ISD 709 at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of Monday, October 29, 2018, and shall remain in effect until Friday, April 26, 2019, 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 work in the capacity as a School Equipment Maintenance Mechanic, performing work as assigned or directed, between the hours of 6:00 AM to 2:30 PM, Monday through Friday, for up to 26 weeks. Tasks assigned will be directly related to the attached position description. (Addendum A)
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement;
 2. Any other documents identified by ISD 709.
4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at a rate of \$32.68 per hour, up to a sum not to exceed \$10,000.00.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by ISD 709 within 30 days of submission of a proper invoice by the Contractor;
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
6. **Propriety of Expenses.** The fact that ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of any such item. ISD 709 reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.
7. **Independent Contractor.** Both ISD 709 and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of ISD 709. Nothing contained in this Agreement shall be construed as in

any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

8. **Indemnity and defense of ISD 709.** Contractor shall indemnify, hold harmless and defend ISD709, its employees, agents, successors and assigns, and their respective shareholders, directors, officers, employees and agents against and in respect to any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities, general losses, costs and reasonable attorneys' fees, court costs and litigation expenses (collectively "Liabilities") which may arise out of, relate to or result from any act or omission of the Contractor.

In the event that Contractor breaches its obligation to defend, indemnify and hold ISD 709 harmless, then in addition to its other damages ISD 709 shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

9. **Notices.** All notices to be given by Contractor to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of Dave Spooner, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: John K. Hoban, 3352 Lindahl Road, Duluth MN 55810

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

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

12. **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.

13. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon 7 days written notice to the other party as provided for in this Agreement.

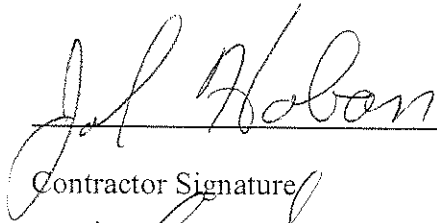
14. **Representatives of ISD 709.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

<u>ISD 709 Employee</u>	<u>Position</u>
William Gronseth	Superintendent

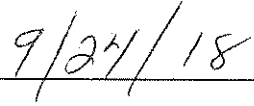
The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

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

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.



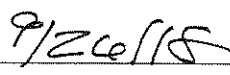
Contractor Signature



Date



Superintendent



Date

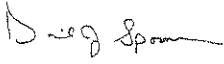
ADDENDUM A

For three days each week, to walk the entire building, checking all spaces for proper operation; to include the inspection of the boilers and associated heating system components and to sign the required boiler logs. If problems of any nature are found it is required to notify the Facilities Manager. This addendum A references the three buildings listed below:

Central High School – Non-Active Vacant Building
Secondary Technical Center/Main – Non-Active Vacant Building
Garfield Utility/Maintenance Building – Non-Licensed Staff in Building

Memorandum

To: Bill Gronseth, Superintendent

From: Dave Spooner 
Manger of Facilities

Date: September 26, 2018

Re: JCI – P2000 – Access Control Upgrade and Migration to C-Cure 9000

Attached are two copies of two agreements with Johnson Controls Inc to provide the following:

- Upgrade P2000 to latest version at the cost of \$8,900.00.
- Migrate from P2000 to C-cure 9000 Access Control Software at the cost of (\$47,500.00)
- 2 Year Planned Service Agreement at the cost of year one \$5360.00, year two \$6230.00.

Total two year cost of \$20,490.00.

Due to the fact that we agreed to be a Beta tester for the C-Cure 9000 software, to provide user feedback and data to help develop the software user written guides, JCI is willing to absorb \$47,500.00 of the upgrade cost. If we do not proceed with the proposal this year, our P2000 current software will become unsupported next year, and we will have to pay the full upgrade cost of \$67,990.00.

This software migration is required due to JCI purchasing SimplexGrinnell and Tyco, and determining to utilize the C-Cure 9000 software and foregoing the P2000 software which is no longer sold.

As stated the total two year cost is \$20,490.00.

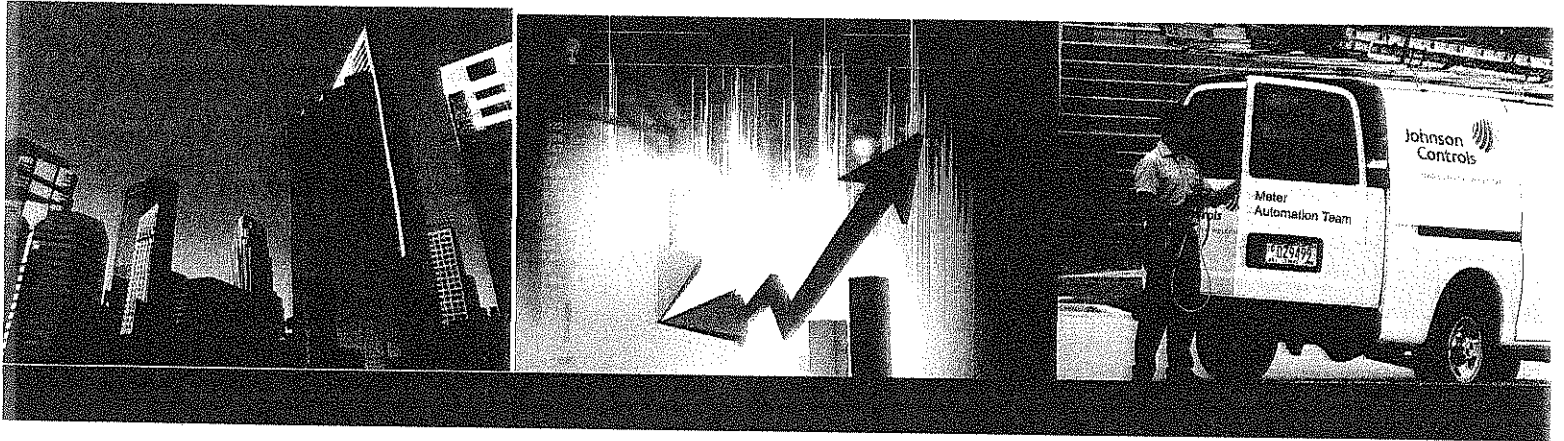
Recommendation:

It is recommended that Bill Gronseth, Superintendent of Schools, enter into an agreement with Johnson Controls Inc, to perform the work scope as defined in the attached agreements, dated September 26th 2018, for a total cost of \$20,490.00..

Enclosures

Duluth School District- BETA Site Agreement

P2000 Upgrade



September 26, 2018

Submitted by:
Ben LaLone
Johnson Controls, Inc.
Service Account Executive

Presented to:
Corey Karren
Duluth School District

Executive Summary

Duluth School District seeks to update and maintain their P2000 access control system. To achieve this, our recommendations are to upgrade the existing P2000 system to the latest version, migrate the system to the Software House offering that is built on Johnson Control's C•Cure 9000 platform, and protect your assets with a 2-year service agreement. The following information summarizes the benefits you will realize when you implement these recommendations.

Goals and objectives

- Security
- Reliability
- Flexibility
- Sustainable Technology

Our Solution

- P2000 Upgrade
 - 2-year planned service agreement with software service agreement.
 - Migration to Software House
-

Financial Overview

Benefits

Because you are a valued P2000 customer, we are offering you this package to ensure the reliability and sustainability of your system for the foreseeable future.

1. P2000 Upgrade

Scope

Upgrade your current system to the current version and firmware on all security devices. JCI is covering approximately \$19,000.00. This portion of work is to be completed by Nov. 2018. The cost to the Duluth School District for this portion is \$8,900

2. Planned Service Agreement with Software Service Agreement

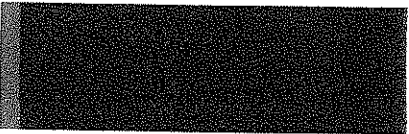
Scope

A 2 year service agreement is being proposed to which includes both the software and labor to update it each year to keep the firmware and software up to the current revision.

3. Migration to C-CURE 9000 with the P2000 License Option

Scope

Install the new software to bring the P2000 system into the new operating platform. Includes labor to update all control panels, field device etc. Includes testing, commissioning and training. This portion of work is to be completed in 2018.



Project Proposal

We propose to furnish the materials and/or perform the work described below for the net price of:
\$67,990.00- THE BREAKDOWN WILL BE EXPLAINED BELOW.

This price is contingent on accepting the proposed project including all 3 pieces – Upgrade, Planned Service Agreement with Software Service Agreement for 2-year term, and Migration.

For the above price this proposal includes:

The upgrade for the Duluth School District at a cost of \$19,000 to JCI and \$8,900 to the Duluth School District. The PSA with SSA for a cost of \$6,230 per year for the 2 years paid for by the Duluth School District each year for the 2 years and the migration at a cost of \$28,500.00 paid for by JCI as part of the agreement to be a BETA site. Year 1 of the PSA will be less due to the fact that in July of 2018 a 1 year SSA was signed which covered the software only.

Year 1 cost to the Duluth School District \$8,900 + \$5360 = \$14,260.

Year 1 cost for JCI due to the Duluth School District being a BETA site: \$47,500

Year 2 cost for the Duluth School District \$6230

There will be 2 proposals sent over. One for the upgrade/migration and a second for the 2 year software agreement.

Project Payment Terms

Net 30

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until: 9/28/18

Company Name

Johnson Controls, Inc.

Name: _____

Name: Ben LaLone _____

Title: William Gronseth,
Superintendent

Title: Service Account Executive

Date: _____

Date: 9/26/18

PO: _____

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

- 1. SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge JCI for any costs or expenses without JCI's written consent unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
- 2. INVOICING & PAYMENTS.** JCI may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Fifty percent (50%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 50% shall be included in JCI's initial invoice. Purchaser agrees to pay JCI the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. If JCI's invoice is not paid within 30 days of its issuance, it is delinquent.
- 3. MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
- 4. WARRANTY.** JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of ninety (90) days from delivery of said equipment, or if installed by JCI, for a period of ninety (90) days from installation. JCI warrants that for equipment furnished and/or installed but not manufactured by JCI, JCI will extend the same warranty terms and conditions which JCI receives from the manufacturer of said equipment. For equipment installed by JCI, if Purchaser provides written notice to JCI of any such defect within thirty (30) days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment. For equipment not installed by JCI, if Purchaser returns the defective equipment to JCI within thirty (30) days after appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE
- 5. LIABILITY.** JCI shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
- 6. TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. In addition to the stated price, purchaser shall pay all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
- 7. DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.



Improving Safety + Security + Reliability

8. **COMPLIANCE WITH LAWS.** JCI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **INSURANCE.** Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
13. **LEGAL FEES.** Purchaser agrees to pay and reimburse JCI for any and all reasonable legal fees which are incurred by JCI in the collection of amounts due and payable under this Agreement.
14. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
15. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

Johnson Controls International PLC (JCI)
Blanket Beta-Verification Test
License and Confidentiality Agreement

This agreement is established between Johnson Controls International PLC, 5757 N. Green Bay Ave, Milwaukee, WI 53201 (hereinafter referred to as "JCI") and Duluth Public Schools, ISD 709, hereinafter referred to as "PARTICIPANT") on the day of 26th of September, 2018.

JCI recognizes the significant value in cooperating with its customers to evaluate new products under real world conditions. To this end, you have been selected as a test site participant.

JCI's new product development process includes an Alpha or "Verification" testing phase that evaluates the product in customer environments. The Alpha test units are prototypes that are generally representative of the final product design. The Verification test units, on the other hand, are representative of the final product design, although minor changes or adjustments may be necessary.

The Parties hereby agree as follows:

1. **Grant.** JCI grants to the PARTICIPANT, subject to the provisions of this Agreement and the applicable Field Test Plans, a no charge, non-transferable, non-exclusive right to use the products specified in such Field Test Plans (the "Products") including any Hardware, Software, Documentation and firmware or microcode embodied in the Products, for Field Test purposes only at the PARTICIPANT locations specified in the applicable Field Test Plan. PARTICIPANT shall not reverse engineer, copy, reproduce or reverse assemble the Products or any portion thereof. Except as expressly set forth in this Agreement, JCI grants no right or interest in its intellectual property to PARTICIPANT.
2. **Term.** The term of this Agreement shall extend for one (1) year from the date hereof. Each Field Test shall run for the period specified in the applicable Field Test Plan. The term of any Field Test may be extended by written agreement of the parties. In the event that the term of any Field Test extends beyond one (1) year from the date hereof such Field Test shall continue to be governed by the terms hereof.
3. **JCI Obligations.** JCI shall provide PARTICIPANT a written Field Test Plan for PARTICIPANT'S approval prior to the start of each Field Test. The Field Test Plans shall be in the form of addendum A. JCI agrees to install the Products and provide training and assistance with regard to the Products during the Field Test.
4. **PARTICIPANT Obligations.** PARTICIPANT shall use and evaluate the Products in its day-to-day business environment in accordance with this Agreement and the applicable Field Test Plan. The PARTICIPANT also agrees

to report any problems with the Products by conferring with the JCI support representatives specified in the applicable Field Test Plan. All right, title and interest to any suggestions provided by PARTICIPANT shall vest in JCI.

5. **Access to Test Site and Products.** JCI will require, on reasonable terms, periodic access to each test site and key employees in order to assess the performance of the Products and to make changes to the Products. All site visits will be scheduled with the PARTICIPANT prior to the site visit. The number and frequency of the site visits will vary, depending on product complexity.
6. **Termination of Beta-Verification Test Program.** JCI reserves the right to, at any time, terminate this test agreement or any Field Test and take immediate possession of the Products. The PARTICIPANT agrees to return the hardware, software, and documentation components of the Products within seven (7) business days after termination of this agreement or an individual Field Test.
7. **Freight and Installation.** JCI agrees to ship and install the Products at the customer's test location. Shipping expenses for all materials sent to or returned from PARTICIPANT will be borne by JCI.
8. **PRODUCT Ownership.** During the test period, the Products are not sold to the PARTICIPANT and will, therefore, remain the property of JCI. Upon the mutual agreement of the Parties, Alpha-Verification Test Products may be purchased by the PARTICIPANT after the completion of the Verification testing, subject to the terms and conditions of JCI'S sales contract.
9. **Confidentiality/Security.** The Products constitute or incorporate valuable proprietary and confidential information and contain trade secrets of JCI, and are or may be protected by patents or copyrights owned by JCI.

Without the prior written consent of JCI, the PARTICIPANT shall not provide, disclose, or otherwise make available, to any party other than JCI or PARTICIPANT'S employees (PARTICIPANT'S agents and contractors being specifically excluded) directly involved with the field test, the Products or any portion thereof, in any form, including but not limited to flow charts, logic diagrams, object code and source code or any technical or business information relating to the Products or the testing and evaluation thereof. In addition, PARTICIPANT shall not use the Products except as set forth in this Agreement unless otherwise authorized by JCI.

PARTICIPANT shall not disclose or otherwise make known to any party any of the terms of this Agreement or that it is undertaking or has undertaken any Field Test, unless otherwise agreed to in writing by JCI.

All PARTICIPANT personnel who receive or use any Products shall, before receipt of such Products, be informed of PARTICIPANT'S obligations under this Agreement and shall have agreed to its terms. The provisions of this Section shall survive termination or expiration of this Agreement.

10. **Warranty Disclaimer.** The PARTICIPANT acknowledges that the Products are test units, not production Products. The PARTICIPANT also acknowledges that the Products may contain "bugs" or other problems that may cause the system to fail. JCI MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE PRODUCTS OR THEIR PERFORMANCE AND JCI DISCLAIMS ALL WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. JCI MAKES NO REPRESENTATION THAT IT WILL EVER MAKE THE PRODUCTS COMMERCIALY AVAILABLE. PARTICIPANT shall have the sole responsibility for adequate protection of its data used in connection with the Products. In no event will JCI be liable for any damages arising out of the performance of the Products including without limitation, (i) special, indirect, or consequential damages, or (ii) any profits, rerun time, inaccurate input or work delays.
11. **Assignment.** The terms and conditions of this Agreement, including the Field Test Plans that are incorporated by reference, shall be the exclusive agreement between the parties regarding the subject matter hereof and will supersede any previous communications, representations, or agreements by either party whether verbal or written. Any modifications to these terms and conditions must be in writing and signed by authorized representatives of JCI and PARTICIPANT.

JCI:

Ben LaLone
 _____ 9/26/18 _____
 Authorized Signature Date
 Service Account Exexutive
 Title
 4627 Airpark Blvd.
 Address
 218-725-6762
 Phone

PARTICIPANT:

William Cronseth 9/26/18

 Signature Date
 Title William Cronseth, Superintendent
 Address 215 N. 1st Ave E
 Phone 218.336.8752

Addendum A

Beta - Verification Field Test Plan

A. Products Supplied by JCI

<u>Product Description</u>	<u>Quantity</u>
P2000 to Software House Migration	1

B. Production Environment

The system will be set up with the assistance of JCI personnel, either on site or via phone support. The PARTICIPANT agrees to provide timely feedback on performance, no later than one month after installation.

C. JCI Support

If PARTICIPANT encounters technical problems with the Products, JCI will provide support for the duration of the field test. Support will be provided Monday through Friday between the hours of 8:00 a.m. to 8:00 p.m. Eastern Standard time.

For installation problems, contact:

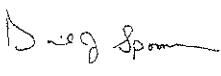
Name Nate Torguson _____ Phone 763-226-4840 _____
Title Technical Support Specialist nathan.l.torguson@jci.com

For support or for reporting problems with the Products contact:

Name Ben LaLone _____ Phone 218-725-6762 _____
Title Service Account Executive _____ Email ben.lalone@jci.com

Memorandum

To: William Gronseth, Superintendent

From: Dave Spooner 
Manger of Facilities

Date: September 26, 2018

Re: OBERMILLER NELSON ENGINEERING - Proposal for Professional Services –
Historical Old Central High School Audit

Attached are two copies of an agreement with OBERMILLER NELSON ENGINEERING, to provide professional services as indicated and defined in the attached proposal dated September 26th, 2018. This agreement is for professional engineering services related to the architectural, mechanical, and electrical assessments of Historic Old Central High School.

This information, along with the previous 2016 INSPEC Building Envelope Assessment will help District Leadership understand expected costs to renovate HOCHS to be in a condition that will be conducive to current uses for years to come.

The total not to exceed fee for this audit as established in the proposal is \$23,900.00.

Recommendation:

It is recommended that William Gronseth, Superintendent of Schools, approve entering into an agreement with OBERMILLER NELSON ENGINEERING, to perform the work scope as defined in the attached proposal dated September 26th, 2018, with total not to exceed fee of \$23,900.00.

Enclosures



September 26, 2018

David Spooner
Manager of Facilities - ISD 709
215 North First Ave East
Duluth, MN 55802

PROJECT: Historic Old Central High School
Facility Assessment

RE: Professional Services Proposal

Dear Mr. Spooner,

We are pleased to offer the following proposal for professional engineering services related to the architectural, mechanical and electrical assessment of the Historic Old Central High School (HOCHS).

As part of this proposal, our services would include the following:

Architectural

1. Condition assessment of interior finishes and features including woodwork & detailing.
2. Interior ADA assessment.
3. Make detailed recommendations for repair or replacement to restore to 'like new' condition.
4. Development of repair / replacement priority list.
5. Development of projected budgets for recommended work.
6. Presentation of findings in written report and in person.

Mechanical

1. Condition assessment of heating, ventilating and heating systems.
2. Condition assessment of plumbing systems/fixtures.
3. Review of existing mechanical drawings to supplement visual inspection of existing mechanical systems.
4. Development of repair / replacement priority list of mechanical systems to meet current code and standards of indoor environmental needs of office/educational space.
5. Mechanical systems to assume conversion to hot water heat in lieu of existing steam.
6. Development of projected budgets for recommend work.
7. Present findings in written report and in person.

Electrical

1. Condition assessment of power, lighting, communication and life safety systems.
2. Review of existing electrical drawings to supplement visual inspection of existing electrical systems.
3. Development of repair / replacement priority list of electrical systems to achieve 'like new' condition while achieving the needs of the current occupancy.

4. Development of projected budgets for recommend work.
5. Presentation of findings in written report and in person.

Excluded Services

Based upon our understanding of project scope, we have excluded the following services:

1. Building code analysis.
2. Any exterior assessment.
3. Destructive testing or investigative services.

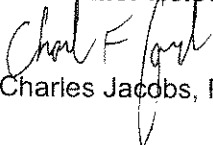
Proposed Fees

We propose to provide these A/E services for a lump sum of: \$23,900 (twenty three thousand nine hundred dollars).

Thanks for the opportunity.

Sincerely,

Obermiller Nelson Engineering


Charles Jacobs, P.E.

Attachment: DSGW proposal

OBERMILLER NELSON ENGINEERING

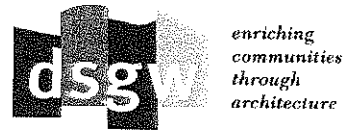
FARGO
2201 12th St. N Suite E
701.280.0500

GRAND FORKS
311 4th St. S Suite 203
701.775.2594

BISMARCK
233 West Rosser Ave
701.222.0520

ALEXANDRIA
503 Hawthorne St. Suite 141
320.846.0300

MINNEAPOLIS
1400 Van Buren St. NE Suite 130
677.380.0501



September 26, 2018

Chip Jacobs, PE
Principal/Mechanical Engineer
Obermiller Nelson Engineering
525 Lake Avenue South Suite 222
Duluth, MN 55802

Re: Proposal for Interior Finishes assessment at Historic Old Central High School (HOCHS)
Independent School District 709

Mr. Jacobs,

Thank you for this opportunity to submit this proposal to you for Interior Finish / Condition assessment. As per our discussion yesterday, we understand the following:

- HOCHS comprises approximately 162,000 SF based on drawings provided.
- Our scope of work to include current condition assessment of interior finishes and interior features included woodwork detailing etc. and associated recommendations for repair and / or replacement to restore to 'like new' condition.
- Development of repair / replacement priority list and associated projected budgets for recommended work.
- ADA Assessment

At this time, this proposal, does not include a building code analysis, MEP assessment, or any exterior envelope assessments. We understand these will be provided by others.

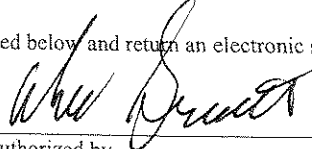
We propose to provide these services for the lump sum of: \$15,000

We anticipate being able to complete this work within 4-6 weeks of receipt of an authorization to proceed / signed proposal but understand we will coordinate our work with your proposed schedule.

If you find this proposal acceptable, please sign where indicated below and return an electronic scan copy to me via email.

Sincerely,
DSGW Architects


John E. Erickson, AIA, LEED AP
Principal, Architect



Authorized by

Date

9/26/18

AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of September 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and OBERMILLER NELSON ENGINEERING., 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 5th, 2018, and shall remain in effect until the project is complete, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Perform Historic Old Central High School Audit as proposed in proposal dated September 26, 2018, for a not to exceed cost of \$23,900.00
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Contractor's Quote;
 3. Contractors Insurance Policy;
 4. Asbestos Containing Materials Acknowledgment Form; and
 5. Any other documents identified by ISD 709.
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 \$23,900.00.

Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.
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, or to seek other damages.

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

8. **Independent Contractor.** Both the District and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of the District. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of David Spooner, Manager of Facilities, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail care of Obermiller Nelson Engineering, 525 Lake Ave South, STE 222, Duluth MN 55805.

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 without regard to conflict of laws considerations.

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:

19. **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.

20. **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 at least the amount of \$1,500,000.

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

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

<u>District Employee</u>	<u>Position</u>
William Gronseth	Superintendent

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

<u>District Employee</u>	<u>Position</u>
David Spooner	Manager of Facilities

23. **Protection of the District.** To the extent that work by the Contractor or others on behalf of the District is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise the District 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 the District and act to protect those interests and endeavor to guard the District against defects, deficiencies and omissions in the performance of the work.

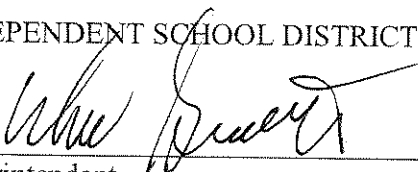
24. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between the district and the Consultant shall 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 the District, 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 the District.

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 the District courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

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

INDEPENDENT SCHOOL DISTRICT NO. 709 OBERMILLER NELSON ENGINEERING



Superintendent

By

Title

**DULUTH PUBLIC SCHOOLS/DULUTH HEAD START-YWCA EARLY CHILDHOOD
CENTER COLLABORATION AGREEMENT
2018-2019**

1. THE PURPOSE OF THE COLLABORATION

- a. To offer Head Start and Early Head Start services in a full day, full-year child care center.
- b. To coordinate the resources, skills and expertise of Head Start and YWCA Early Childhood Center staff in order to provide Head Start and Early Head Start services for families and children aged six weeks to five years of age.

2. BRIEF DESCRIPTION OF THE COLLABORATION

This collaboration provides for full day, full-year childcare at YWCA Early Childhood Center, provided by the YWCA Early Childhood staff. Duluth Head Start will, in cooperation with YWCA Childcare staff, provide services as specified in the Head Start Performance Standards, in the areas of Health & Nutrition, Disabilities, Mental Health, Social Services and Parent Involvement. Early Head Start services for infants and toddlers and their families will be provided from July through June of each school year and Head Start services to preschool children and families will be provided from September through the first week of June in keeping with the 9-month school calendar. Head Start will provide periodic staff training to YWCA Early Childhood staff. All regulations and performance standards of Head Start, the Minnesota Department of Human Services Rule 3 for Child Care Centers and the National Academy of Early Childhood Programs will be met and maintained.

3. PARTIES INVOLVED AND KEY COLLABORATION CONTACT PERSONS

- a. This Collaboration is between two distinct entities, the YWCA Early Childhood Center and Duluth Public Schools/Duluth Head Start.
- b. Key Contact Persons:
 - YWCA Early Childhood Center
 - Early Childhood Program Director
 - Duluth Head Start
 - Duluth Head Start Director

**4. HEAD START PROGRAM RESPONSIBILITIES SERVING
HEAD START ELIGIBLE FAMILIES**

A. Child Health and Developmental Services

Description:

The Duluth Head Start Health Services Coordinator and the Duluth Head Start Disabilities Coordinator will ensure that, through collaboration with families, staff and health professionals, all child health and developmental concerns are identified and children and families are linked to an ongoing source of continuous, accessible care to meet basic health needs and schedules of such will be followed as per Head Start performance standards.

Responsibility:

-Duluth Head Start
Health Coordinator
-Duluth Head Start
Disabilities
Coordinator
-Duluth Head Start

Director
-YWCA Early
Childhood Program
Director

B. Education and Early Childhood Development

Description: The Duluth Head Start Collaboration Teacher/Advocate and other Duluth Head Start staff will work with the YWCA Early Childhood staff in the areas of curriculum development and documentation, individualization and child outcomes to meet Head Start performance standards. The role of the Duluth Head Start staff in this collaboration can best be described as that of a coach; supporting, challenging, introducing new strategies and ensuring compliance with Head Start performance standards. Screening tools are the Ounce, ASQ/ASQSE, Creative Curriculum and the DIAL.

-Duluth Head Start
Education
Coordinator
-Duluth Head Start
Director
-YWCA Early
Childhood Program
Director

C. Child Health and Safety

Description: The Duluth Head Start Health Services Coordinator will work with the YWCA Early Childhood staff to support healthy physical development by encouraging practices that prevent illness or injury, and by promoting positive, culturally relevant health practices. And to insure compliance with Head Start performance standards for health and medical requirements.

-Duluth Head Start
Health Coordinator
-Duluth Head Start
Director
-YWCA Early
Childhood Program
Director

D. Child Nutrition

Description: The Duluth Head Start Nutrition Services Coordinator will work with the YWCA Early Childhood staff to provide for nutritional services that supplement and compliment those of the home and community, working with families to meet each child's nutritional needs and to establish good eating habits and insure compliance with Head Start performance standards. Services will include training on food safety, family style food service and sanitation as well as family assistance with nutrition.

-Duluth Head Start
Nutrition
Coordinator
-Duluth Head Start
Director
- YWCA Early
Childhood Program
Director

E. Child Mental Health

Description: The Duluth Head Start Disabilities Coordinator will assist the YWCA Early Childhood staff and parents to secure services of mental health professionals and to develop a regular schedule of on-site mental health consultations involving mental health professionals, YWCA Early Childhood staff and parents and insure compliance with Head Start performance standards. Parents of Duluth Head Start infants, toddlers and preschoolers will be given the Ages and Stages questionnaire/Social Emotional (ASQSE) as an interview, which will serve as a social /emotional screening.

-Duluth Head Start
Mental Health
Coordinator
-Duluth Head Start
Mental Health
Consultant
Duluth Head Start
Director
- YWCA Early
Childhood Program
Director

F. Family Advocacy

Description: The Duluth Head Start Collaboration Teacher/Advocate with support from the Duluth Head Start and YWCA Early Childhood staff will initiate family goal setting and will assist families in finding community services to help them meet their needs and insure compliance with Head Start performance standards. They will work with the childcare staff to facilitate monthly parent meetings, trainings, and communication and to secure a policy council representative.

Responsibility:

-Duluth Head Start
Family Services
Coordinator
-Duluth Head Start
Director
- YWCA Early
Childhood Program
Director

YWCA EARLY CHILDHOOD CENTER RESPONSIBILITIES:

Description: YWCA Early Childhood Center will provide full-day, full-year care for Head Start and Early Head Start eligible children. The actual number of Head Start and Early Head Start enrolled children will be specified in the yearly Head Start State grant application and is variable based on enrollment requirements. During the 2017-2018 grant period, we will serve 18 children through this collaboration. The YWCA Early Childhood staff, with support from the and YWCA Early Childhood Program Director, Duluth Head Start Collaboration Teacher/Advocate, Duluth Head Start Director and Service Area Coordinators will be responsible to monitor and insure compliance with all Head Start Performance Standards and other licensing regulations that apply. The YWCA Early Childhood Program Director will directly supervise the YWCA Early Childhood staff.

5. PROGRAM DESIGN AND MANAGEMENT:

A. The Duluth Head Start Director and YWCA Early Childhood Program Director shall each be responsible for the performance of their respective staffs. All staff members will follow rules and regulations of the Head Start performance standards and the Minnesota Department of Human Services Rule 3 for Child Care Centers.

B. The Duluth Head Start Collaboration Teacher/Advocate and YWCA Early Childhood Program Director, with assistance from the Duluth Head Start program staff, are responsible for compliance with the facilities, materials and equipment Performance Standards.

C. The YWCA Early Childhood Program Director and Duluth Head Start Director will review this agreement at the start of each academic year and make any modifications necessary, as agreed upon by both parties.

6. PROGRAM COORDINATION EXPECTATIONS

A. Meetings between the YWCA Early Childhood Program Director YWCA Site Manager and Duluth Head Start Collaboration Teacher /Advocate will be held at least monthly to discuss collaboration concerns, issues and progress and to insure clear communication between the two parties.

B. The Duluth Head Start Collaboration Teacher/Advocate will meet with each YWCA teacher once each month for the purposes of supporting the Duluth Head Start and YWCA Early Childhood program goals, objectives, and philosophy and mission statements. This support includes lesson planning, individualization, assessment and best practices in early childhood education.

C. The Duluth Head Start Director, Service Area Coordinators and the YWCA Childcare administrative staff will meet at least quarterly for the purposes of reviewing progress, solving joint issues and concerns in support of this collaboration.

D. Communication between YWCA Early Childhood staff and the Duluth Head Start staff will be open and respectful. Problems and issues will be addressed in a constructive and inclusive manner. Problems may be resolved at the center level with the Duluth Head Start Collaboration Teacher/Advocate or YWCA Childhood Program Director mediating and guiding discussion. Problems not resolved at the center level should be resolved by discussing them up the chain of command. The next step would be to include either or both the Duluth Head Start Director and YWCA Early Childhood Program Director and finally the Head Start Policy Council, Governing Board and the YWCA Early Childhood Board of Directors.

7. EVALUATION AND PROGRAM IMPROVEMENTS

A. Annual Self-Assessment of the collaboration: The Duluth Head Start Collaboration Teacher/Advocate, with assistance from the Duluth Head Start Director and YWCA Early Childhood Program Director and their respective staffs will formally solicit feedback from staff and parents involved in the collaboration. This assessment will be conducted in January of each year and will include areas needing improvement, an improvement plan and follow-up to be shared with the Duluth Head Start, YWCA Early Childhood Center staff, Duluth Head Start Policy Council and the YWCA Board of Directors.

B. Annual Assessment of Partnership: The YWCA Early Childhood Program Director and the Duluth Head Start Director will each solicit feedback from their management staffs about how the partnership is functioning to the benefit of families and the Early Head Start/ Head Start and YWCA Early Childhood Center programs. Assessments and evaluations will be reviewed jointly. Additionally, the financial impact of the partnership will be reviewed.

9. TERMINATION OF AGREEMENT

This agreement shall remain in force and effect unless one of the parties requests a modification or until one of the parties gives a thirty (30) day written notice of their intention to terminate the agreement.

Made and entered into this 13 day of September 2018

Melissa Hellenud-Storie

Printed Name
YWCA Early Childhood Official

Melissa Hellenud-Storie

Signature
YWCA Early Childhood Official

PAMELA M. REES

Printed Name
Duluth Head Start Director

PAMELA M. REES

Signature
Duluth Head Start Director

William Gronseth

Printed Name
ISD 709

William Gronseth

Signature
ISD 709

PARTICIPATION AND ELIGIBILITY GUIDELINES

- A. Eligible families must meet Head Start income guidelines and/or the state childcare subsidy eligibility criteria for full-day childcare services.
- B. Families are responsible for paying their required monthly family fee as per subsidy rules.
- C. Families will retain their Head Start eligibility as specified by Head Start regulations.
- D. Should a family lose their childcare subsidy or is soon to do so, the Duluth Head Start Teacher/ Advocate will offer assistance as needed to help the child remain in childcare and the parent to regain the subsidy. If this is not possible, the teacher/advocate will work with the parent to secure the best possible placement for the child, including possible temporary enrollment in Duluth Head Start Families in Transition services as per the availability of space.
- E. Eligible children entering YWCA Early Childhood Center may be recruited for Early Head Start and Head Start all year long and will be enrolled depending upon their eligibility and available enrollment slots within the collaboration. Family participation may range from two full days a week to five full days a week.

8. BUDGET

The following amounts have been budgeted to support this collaborative agreement. The YWCA will invoice Duluth Head Start for charges in these categories. Invoices and or reimbursement claims are expected to be submitted to Duluth Head Start on a monthly basis and should include detailed accounting of all expenditures with supporting documentation. Duluth Head Start will reimburse the YWCA Childcare Center upon receipt of invoice.

Code-1303/1305	Contracted Services	7000.
	Building Maintenance/Equipment	2000.
Code-136602	Travel/Conference Fees/Trainings.	1000.
Code- 1403	Classroom Supplies	2000.
Code-1430	Food	2000.
Total-		\$14,000.

MEMORANDUM OF UNDERSTANDING

between

Foster Grandparent Program of NE MN & NW WI

sponsored by

Catholic Charities Bureau

1416 Cumming Avenue

Superior, WI 54880

and

Volunteer Station: Homecroft Elementary School hereinafter referred to as "Volunteer Station".

Address: 4784 Howard Gnesen Rd, Duluth, MN 55803

Telephone: 218-336-8865

Fax: 218-336-8869

E-mail: Thomas.cawcutt@isd709.org

Volunteer Station Director: Tom Cawcutt

Period Covered: September 1, 2018 – August 31, 2021

- A. The **Foster Grandparent Program of NE MN & NW WI**, under the oversight of the Corporation for National and Community Service, a Federal Government agency, and the Foster Grandparent Program Community Advisory Group, hereinafter referred to as "sponsor," will:
1. Designate a staff member to serve as a liaison with the Volunteer Station:
NAME: Katie Mazur
TITLE: Area Supervisor
PHONE: Office 715-394-5684
 2. Recruit, interview, select, and enroll volunteers in the program. The volunteers will meet the Corporation criteria for enrollment in the program.
 3. Unless otherwise specified herein, conduct and document a criminal history check for all Foster Grandparents in accordance with the requirements established for a National Service Criminal History Check by the Corporation for National and Community Service.
 4. Assign Foster Grandparents to serve children with special and/or exceptional needs for a period of 15-40 hours per week with approval of the Foster Grandparent Program Director in accordance with Program guidelines.
 5. Provide accident and liability insurance coverage as required by the program.
 6. Be responsible for the management and fiscal control of the program.

7. Provide orientation to volunteers and provide in-service training on an on-going basis.
8. Provide orientation to Volunteer Station staff prior to placement of Foster Grandparent(s).
9. Permit and encourage the Volunteer Station to screen Foster Grandparents pursuant to established criteria of Volunteer Station.
10. Arrange for transportation of all Foster Grandparents to and from volunteer station.
11. Arrange physical examinations for all Foster Grandparent's, initially prior to assignment, and annually thereafter.
12. Reserves the right to remove a Foster Grandparent site.
13. Assure that this project, when considered in its entirety, is accessible to persons with mobility, hearing, vision, mental and cognitive impairments or addictions and diseases.

B. The Volunteer Station will:

1. Certify they are a non-profit agency or organization or public education organization.
2. Designate the following staff member to serve as liaison with the Foster Grandparent Program:

NAME: Tom Cawcutt
TITLE: Principal
PHONE: 218-336-8865 ext 2703
3. Develop and obtain the Sponsor's approval, for each Foster Grandparent Program volunteer, or a written Volunteer Position Description that identifies the role and activities of the Foster Grandparent. The Volunteer Position Description will be signed by the Volunteer Station and the volunteer and will be used to review the Foster Grandparent's services as well as the impact of the assignment on the child's development.
4. The Volunteer Station will not discriminate against Foster Grandparent volunteers or in the operation of its program on the basis of race, color, national origin, including individuals with limited English proficiency; sex; age; political affiliation; religion; or on the basis of disability, if the volunteer is a qualified individual with a disability.

5. Assure adequate health and safety provisions for the protection of volunteers and will meet accessibility requirements or make reasonable accommodations for those Foster Grandparents placed at the site with mobility, hearing, vision, mental and cognitive impairments or addictions and disease.
6. Assign specific children with designated special or exceptional needs to each volunteer.
7. Investigate incidents, accidents and injuries involving volunteers and notify the Foster Grandparent Program on a timely basis.
8. Submit required completed paperwork to the Foster Grandparent Program on a timely basis, i.e., individual Volunteer Assignment Plans prior to assignment, FG Impact Evaluations, and FG Performance Evaluation forms.
9. Designate space for use by volunteers in their activities with their assigned children, and for project-related activities.
10. Provide site-specific orientation and training to the volunteers.
11. Ensure that any screening processes required of other volunteers at the station are required for the Foster Grandparent volunteers.
12. Provide confidentiality training for all Foster Grandparents in accordance with station policies and procedures. (i.e. school districts will provide confidentiality training in accordance with State Education laws, rules and regulations, Federal Regulations and statutes, including the Buckley and Hatch Amendments.)
13. Inform the Area Supervisor and/or Program Director if and when problems should start to arise with a volunteer or a volunteer is injured while serving.
14. Ensure that Foster Grandparents serve in a volunteer capacity. The Station will verify that Foster Grandparents will neither: displace nor replace paid or contracted employees, relieve staff of their routine duties or serve as the primary instructor or supervisor for children's activities.
15. Exclude Foster Grandparents as supervising adults when calculating state-mandated adult-to-child ratios.
16. Supervise Foster Grandparents at all times while they are performing as volunteers and not leave the Foster Grandparent alone with children.
17. Have the right to request the sponsor to reassign a volunteer.

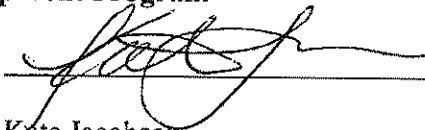
18. Provide cash contribution of \$300 (includes \$175 Station Contribution) annually per Foster Grandparent per volunteer. *Donor verifies funds are not from other federal sources unless authorized under law.*
19. Provide a daily meal for volunteers at \$4 per meal each day when available. *Donor verifies funds are not from other federal sources unless authorized under law. *Please fill in value of meal. If not able to provide meal, leave blank.*
20. Provide daily transportation for volunteers at \$NONE each day when available. *Donor verifies funds are not from other federal sources unless authorized under law. *Please fill in value of ride. If not able to provide ride, leave blank.*
21. Implement *Programming for Impact* at the volunteer placement site(s), as described in the attached Addendum, in order to assist the Foster Grandparent Program in evaluating the impact Foster Grandparents have on the children served and the community.
22. Periodically review each child's continuing need for a Foster Grandparent and recommend phase-out or reassignment of the assigned Foster Grandparent, as necessary.
23. Provide as an addendum to this MOU, a listing of all sites, other than private homes, where Foster Grandparents will serve through the Volunteer Station and the number of volunteers placed at each site. ~~ISD 709 states there will be no additional sites other than Homecroft.~~ *VMM EAW*
24. Maintain the programs and activities to which Foster Grandparent volunteers are assigned accessible to persons with disabilities and provide reasonable accommodation to allow persons with disabilities to participate in programs and activities.

C. The Foster Grandparent Program of NE MN & NW WI and Catholic Charities Bureau, in conjunction with the Volunteer Station will:


1. Recognize the Foster Grandparents for their volunteer service.
2. Assist with resources for monthly in-service trainings.
3. Work together to assign a projected one (1) Foster Grandparent(s) for 15-40 hours per week to serve projected 30 (thirty) children each.
4. Work together in developing appropriate activities for Foster Grandparents to carry out with their assigned children.

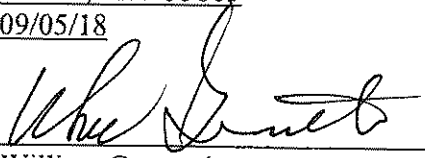
5. Work together to supervise Foster Grandparents in their activities. This supervision will be accomplished by the Area Supervisor and the person directly supervising the Foster Grandparent at the volunteer site.
 6. Provide all reasonable resources and make every effort to ensure the success to the Foster Grandparent Program.
- D. This agreement may be amended at any time with mutual consent of both parties. It must be reviewed and renegotiated at least every three years.
- E. Either party may terminate this agreement on 15 days written notice to the address listed below.

Foster Grandparent Program

By: 
Printed Name: Kate Jacobson
Title: Director
Address: Foster Grandparent Program
Catholic Charities Bureau
1416 Cumming Avenue, Ste 2C
Superior, WI 54880
Date: 9/11/18

Volunteer Station

Signature: 
Printed Name: Tom Cawcutt
Title: Principal, Homecroft Elementary School
Address: 4784 Howard Gnesen Rd
Duluth, MN 55803
Date: 09/05/18

Signature: 
Printed Name: William Gronseth
Title: Superintendent, Duluth Public Schools, ISD #709
Date: 9/14/18

MEMORANDUM OF UNDERSTANDING

between

Foster Grandparent Program of NE MN & NW WI

sponsored by

Catholic Charities Bureau

1416 Cumming Avenue

Superior, WI 54880

and

Volunteer Station: Laura MacArthur Elementary School
Hereinafter referred to as "Volunteer Station".

Address: 720 N. Central Ave. Duluth, MN 55807

Telephone: 218-336-4100 Fax: 218-336-8904

E-mail: James.Erickson@Isd709.Org

Volunteer Station Director: Jim Erickson, Principal

Period Covered: September 1, 2018 – August 31, 2021

A. The **Foster Grandparent Program of NE MN & NW WI**, under the oversight of the Corporation for National and Community Service, a Federal Government agency, and the Foster Grandparent Program Community Advisory Group, hereinafter referred to as "sponsor," will:

1. Designate a staff member to serve as a liaison with the Volunteer Station:
NAME: Katie Mazur
TITLE: Area Supervisor
PHONE: Office 715-394-5684
2. Recruit, interview, select, and enroll volunteers in the program. The volunteers will meet the Corporation criteria for enrollment in the program.
3. Unless otherwise specified herein, conduct and document a criminal history check for all Foster Grandparents in accordance with the requirements established for a National Service Criminal History Check by the Corporation for National and Community Service.
4. Assign Foster Grandparents to serve children with special and/or exceptional needs for a period of 15-40 hours per week with approval of the Foster Grandparent Program Director in accordance with Program guidelines.
5. Provide accident and liability insurance coverage as required by the program.

6. Be responsible for the management and fiscal control of the program.
7. Provide orientation to volunteers and provide in-service training on an on-going basis.
8. Provide orientation to Volunteer Station staff prior to placement of Foster Grandparent(s).
9. Permit and encourage the Volunteer Station to screen Foster Grandparents pursuant to established criteria of Volunteer Station.
10. Arrange for transportation of all Foster Grandparents to and from volunteer station.
11. Arrange physical examinations for all Foster Grandparent's, initially prior to assignment, and annually thereafter.
12. Reserves the right to remove a Foster Grandparent site.
13. Assure that this project, when considered in its entirety, is accessible to persons with mobility, hearing, vision, mental and cognitive impairments or addictions and diseases.

B. The Volunteer Station will:

1. Certify they are a non-profit agency or organization or public education organization.
2. Designate the following staff member to serve as liaison with the Foster Grandparent Program:
NAME: Nancy Elmore
TITLE: Secretary
PHONE: 214-336-8900 x 3061
3. Develop and obtain the Sponsor's approval, for each Foster Grandparent Program volunteer, or a written Volunteer Position Description that identifies the role and activities of the Foster Grandparent. The Volunteer Position Description will be signed by the Volunteer Station and the volunteer and will be used to review the Foster Grandparent's services as well as the impact of the assignment on the child's development.
4. The Volunteer Station will not discriminate against Foster Grandparent volunteers or in the operation of its program on the basis of race, color, national origin, including individuals with limited English proficiency; sex; age; political affiliation; religion; or on the basis of disability, if the volunteer is a qualified individual with a disability.

5. Assure adequate health and safety provisions for the protection of volunteers and will meet accessibility requirements or make reasonable accommodations for those Foster Grandparents placed at the site with mobility, hearing, vision, mental and cognitive impairments or addictions and disease.
6. Assign specific children with designated special or exceptional needs to each volunteer.
7. Investigate incidents, accidents and injuries involving volunteers and notify the Foster Grandparent Program on a timely basis.
8. Submit required completed paperwork to the Foster Grandparent Program on a timely basis, i.e., individual Volunteer Assignment Plans prior to assignment, FG Impact Evaluations, and FG Performance Evaluation forms.
9. Designate space for use by volunteers in their activities with their assigned children, and for project-related activities.
10. Provide site-specific orientation and training to the volunteers.
11. Ensure that any screening processes required of other volunteers at the station are required for the Foster Grandparent volunteers.
12. Provide confidentiality training for all Foster Grandparents in accordance with station policies and procedures. (i.e. school districts will provide confidentiality training in accordance with State Education laws, rules and regulations, Federal Regulations and statutes, including the Buckley and Hatch Amendments.)
13. Inform the Area Supervisor and/or Program Director if and when problems should start to arise with a volunteer or a volunteer is injured while serving.
14. Ensure that Foster Grandparents serve in a volunteer capacity. The Station will verify that Foster Grandparents will neither: displace nor replace paid or contracted employees, relieve staff of their routine duties or serve as the primary instructor or supervisor for children's activities.
15. Exclude Foster Grandparents as supervising adults when calculating state-mandated adult-to-child ratios.
16. Supervise Foster Grandparents at all times while they are performing as volunteers and not leave the Foster Grandparent alone with children.
17. Have the right to request the sponsor to reassign a volunteer.

- (Station Contribution)
18. Provide cash contribution of \$ 175 annually per Foster Grandparent per volunteer. *Donor verifies funds are not from other federal sources unless authorized under law.*
 19. Provide a daily meal for volunteers at \$ 4.00 per meal each day when available. *Donor verifies funds are not from other federal sources unless authorized under law. *Please fill in value of meal. If not able to provide meal, leave blank.*
 20. Provide daily transportation for volunteers at \$ _____ each day when available. *Donor verifies funds are not from other federal sources unless authorized under law. *Please fill in value of ride. If not able to provide ride, leave blank.*
 21. Implement *Programming for Impact* at the volunteer placement site(s), as described in the attached Addendum, in order to assist the Foster Grandparent Program in evaluating the impact Foster Grandparents have on the children served and the community.
 22. Periodically review each child's continuing need for a Foster Grandparent and recommend phase-out or reassignment of the assigned Foster Grandparent, as necessary.
 23. Provide as an addendum to this MOU, a listing of all sites, other than private homes, where Foster Grandparents will serve through the Volunteer Station and the number of volunteers placed at each site.
 24. Maintain the programs and activities to which Foster Grandparent volunteers are assigned accessible to persons with disabilities and provide reasonable accommodation to allow persons with disabilities to participate in programs and activities.
- C. The Foster Grandparent Program of NE MN & NW WI and Catholic Charities Bureau, in conjunction with the Volunteer Station will:
1. Recognize the Foster Grandparents for their volunteer service.
 2. Assist with resources for monthly in-service trainings.
 3. Work together to assign a projected 1 Foster Grandparents for 15-40 hours per week to serve projected 22 children each.
 4. Work together in developing appropriate activities for Foster Grandparents to carry out with their assigned children.

- 5. Work together to supervise Foster Grandparents in their activities. This supervision will be accomplished by the Area Supervisor and the person directly supervising the Foster Grandparent at the volunteer site.
 - 6. Provide all reasonable resources and make every effort to ensure the success to the Foster Grandparent Program.
- D. This agreement may be amended at any time with mutual consent of both parties. It must be reviewed and renegotiated at least every three years.
- E. Either party may terminate this agreement on 15 days written notice to the address listed below.

Foster Grandparent Program

By: _____


Printed Name: Kate Jacobson

Title: Director

Address: Foster Grandparent Program
Catholic Charities Bureau
1416 Cumming Avenue, Ste 2C
Superior, WI 54880

Date: _____

Volunteer Station

By: 

Printed Name: James Erickson

Title: Principal

Address: 720 N. Central Ave
Duluth MN 55807

Date: 9/6/18

 10/3/18
William Gronseth
Superintendent



Heart of Dance School Agreement for Dancing Classrooms: 5th Grade

Dancing Classrooms (DC) is managed in the state of Minnesota by Heart of Dance, a Minnesota nonprofit organization. Heart of Dance leaders know that in addition to being educators, you are often also parent figures and coaches for students we teach and therefore important partners who allow us to deliver the program to the best of our ability. To have a successful residency, Heart of Dance must work in true partnership with school communities. We outline this working relationship below.

- Heart of Dance agrees to provide the following as part of our Dancing Classrooms residency:
- A Teaching Artist trained in the *Dancing Classrooms* Syllabus.
 - A Liaison to ensure that your residency goes smoothly and to ensure the highest quality and customer
 - To conduct all residencies with the DuLaine Method as the guiding philosophy.
 - Ballroom dance instruction in seven ballroom dance styles and some additional line dances.
 - Punctual arrival to our residencies dressed in elegant fashion.
 - Working partnership with classroom teachers to align curriculum connections with overall academic
 - A video lesson that highlights examples of the syllabus dances in a professional and social context.
 - A professional dancer "buddy" for each classroom to model for students the dances they are learning.
 - Planning and organization (in collaboration with the school) for the Culminating Event.
 - Planning and recommendations for the Colors of the Rainbow Team Match/Exhibition for those scho
 - An invoice to the school for the Dancing Classrooms residency by September 12, 2018 for Fall seme

- Lowell Elementary School, Duluth, agrees to the following in support of the Dancing Classrooms residency:
- To have all Classroom Teachers present and participating/dancing for the duration of the period.
 - To communicate with parents prior to beginning and at end of DC residency.
 - To support the DC Teaching Artist in delivering the DuLaine Method philosophy, including assisting in classroom management and helping protect the safe space we create. To commit to the pre-set schedule at least one month prior to Orientation. Where changes cannot be avoided, timely communication with the DC Liaison to ensure that all residency dates can be rescheduled and not result in forfeiture.
 - To provide safe, adequate space that is non-trafficked & non-shared and is secured/reserved on each class date.
 - To begin and end classes on time so that we have the full period to conduct a lesson. In situations where students are coming from multiple classrooms, designating a point person to ensure that everyone arrives for escort position entrance.
 - To provide a working stereo, boom box or other reliable method to play music.
 - To work in partnership with DC Teaching Artist to distribute/collect curriculum connections and align them with overall academic goals.
 - To give input as necessary to the DC Teaching Artist regarding the Culminating Event.
 - To confer with the DC Teaching Artist on recommendations for the Colors of the Rainbow Team Match/Exhibition (where applicable).
 - To designate a point person or "coach" for the Team Match/Exhibition team to handle logistics, practicing, etc. (where applicable).
 - To pay Heart of Dance at the rate of \$2,000 per classroom taught for two classrooms for a total of \$4,000. Payment shall be made one-half on September 10, 2018 and one-half within thirty days of start of residency.

Jennifer Larva, Principal, Lowell Elementary School,
Duluth
Pending board approval
Jennifer Larva
Superintendent
9/12/18
Date

Ember Reichgott Jung, Heart of Dance Co-President
Ember Reichgott Jung
Date: 9/17/18

AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of September, 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Cloquet Transit, 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 or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 19, 2018, and shall remain in effect until June 6, 2019, 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.** *Morning Transportation Services for a Cloquet resident open enrolled at Denfeld High School.*

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$144.50/day up to \$23,409.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and

all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools,
Attn: JACKIE WARD 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 1203 Avenue B E, Cloquet, MN 55720.

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

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

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

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

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

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

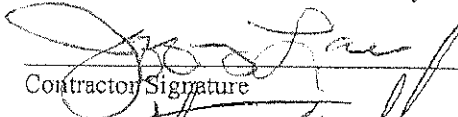
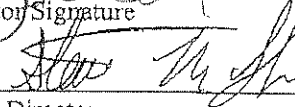
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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


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

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

	41-1230929	9/20/2018
Contractor Signature	SSN/Tax ID Number	Date
		9-19-2018
Program Director		Date

Please note: All signatures *must* be obtained AND the following *must* be completed by Program Director before submission to the CFO for review and Approval. This contract is funded by the following budget (include full 16 digit code):

03	760	0130	723	000	136000
XX	XXX	XXX	XXX	XXX	XXXXXX

	9/20/18
CFO/Executive Director of Business Services/Superintendent of Schools	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of September, 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Cloquet Transit, 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 or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 19, 2018, and shall remain in effect until June 6, 2019, 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.** *Afternoon Transportation Services for a Cloquet resident open enrolled at Denfeld High School.*

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$35/day up to \$5,670. 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.

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Attn: Jackie Ward 215 North 1st Avenue East, Duluth, MN 55802.

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Cloquet, MN 55720

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

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

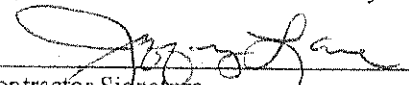
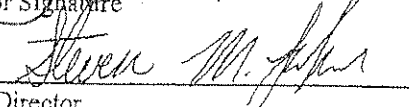
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

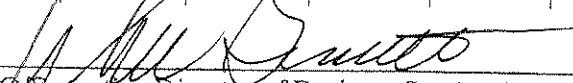
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under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

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

	41-1230929	9/20/2018
Contractor Signature	SSN/Tax ID Number	Date
		9-19-2018
Program Director		Date

Please note: All signatures *must* be obtained AND the following *must* be completed by Program Director before submission to the CFO for review and Approval. This contract is funded by the following budget (include full 16 digit code):

03	760	013	703	000	136000
XX	XXX	XXX	XXX	XXX	XXXXXX

	9/21/18
CFO/Executive Director of Business Services/Superintendent of Schools	Date

Contract between Duluth Public Schools
And
Emily Engel

THIS CONTRACT, entered into this August 24th, 2018 by and between Duluth Public Schools (hereinafter referred to as DISTRICT), and Emily Engel (hereinafter referred to as CONSULTANT).

NOW THEREFORE, the parties hereto agree as follows:

1. Consultant shall perform the following tasks: Deaf Hard of Hearing Interpreter for Special Education as needed.
2. Consideration and Conditions of Payment
 - a. In consideration for services provided under the terms of this contract, DISTRICT shall pay CONSULTANT per unit rate at the rate of \$45 per hour. This contract for consultant services shall observe a 48 business hour cancellation policy whereas services that are canceled 48 hours or more before the service date will not be billed. The CONSULTANT requires a two hour minimum (appearance fee). Also there will be a 10% differential for nights and weekends. Payments shall be made upon presentation of an invoice within 30 days of date of invoice. Total value of this contract shall not exceed \$6,000
3. Term
This contract shall become effective on August 24th 2018 and shall remain in effect until June 9, 2019. This contract may be cancelled prior to said termination date by either of the parties hereto, upon thirty (30) days written notice and without showing cause.
4. Under this Contract the CONSULTANT is an independent contractor and is not an agent or an employee of the DISTRICT, CONSULTANT shall have no claim against the DISTRICT for vacation pay, sick leave, retirement benefits, social security, worker's compensation benefits, health or disability benefits, unemployment insurance, or employee benefits of any kind, the CONSULTANT shall be responsible for paying all taxes.
5. No changes may be made in the terms or conditions of this contract, except by the mutual, written consent of the parties hereto.
6. All services provided under this contract shall be performed to the DISTRICT. In the event that this contract is canceled prior to the termination date specified in clause 3, CONSULTANT shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

<u>Emily Engel</u>	<u>[Signature]</u>	<u>9/10/18</u>
Consultant's Name	Consultant's Signature	Date
<u>[Signature]</u>	<u>[Signature]</u>	<u>9/12/18</u>
District's Representative	Representative's Signature	Date

[Signature] 9/12/18