

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #

**STATE OF MINNESOTA**  
**MINNESOTA STATE COLLEGES AND UNIVERSITIES**  
**LAKE SUPERIOR COLLEGE**  
**INTER-AGENCY AGREEMENT**

WHEREAS, the Board of Trustees of the Minnesota State Colleges and Universities acting on behalf of Lake Superior College (hereinafter "MnSCU") is empowered to enter into interagency agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10; and

WHEREAS, Independent School District 709's Adult Basic Education Program ("ABE"), 215 N. First Ave East, Duluth, Minnesota 55802 (hereinafter "STATE AGENCY") is empowered to enter into interagency agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10; and

NOW, THEREFORE, it is agreed:

1. DUTIES

a. STATE AGENCY'S DUTIES. The STATE AGENCY shall:

Provide supplemental/integrated instruction and instructional support for up to four sections of ENGL/READ 0950 during the 2017-18 academic year. ABE instruction for each section is six (6) hours per week, or an equivalent of 0.3 FTE, plus preparatory time of 0.35.

Provide instruction for a basic math course (ABE Pre-Algebra) intended for incoming LSC students whose placement test score places them below LSC's Algebra I course. ABE instruction and funding for each section is four (4) hours per week, or an equivalent of 0.2 FTE, plus preparatory time of 0.15.

Continue to fund the existing Pathways to College Success program offered at LSC, which meets fourteen (14) hours a week, an equivalent of 0.4 FTE.

ABE's staff will work with LSC's Safety Office to learn about emergency response protocol.

ABE will invoice at the end of each academic semester.

ABE will provide training to LSC's advisors relating to services.

b. MnSCU'S DUTIES. MnSCU shall:

Provide ABE a designated instructional space on LSC's main campus, located in the vicinity of the College's Learning Center. The space will be furnished by LSC with standard classroom furniture, six (6) computers, and a printer.

Provide ABE access to a computer lab with twenty (20) computers. All spaces will be scheduled in accordance with LSC's room scheduling practices.

Provide ABE a designated office space with standard office furniture, desk top computer, and phone.

Provide ABE clients free access to specified college resources including college library services and internet on the same basis as LSC students. Users of IT resources must comply with LSC's policies.

Provide ABE instructors and tutor free access to LSC email, Office 365, and IT help desk on the same basis as LSC students. Users of IT resources must comply with LSC's policies.

2. CONSIDERATION AND TERMS OF PAYMENT.

- a. Consideration for all services performed by ABE pursuant to this Agreement shall be paid by Lake Superior College as follows:

Reimburse ABE for expenses up to, and not to exceed, an amount of Twelve Thousand and 00/100 dollars (\$12,000.00) for instructional staff during the 2017-18 academic year.

Terms of Payment. Payment shall be made by Lake Superior College within thirty (30) days after ABE has presented itemized invoices for services performed to Lake Superior College. Invoices shall be submitted according to the following schedule:

December 15, 2017, covering August-December 2017 expenses

May 18, 2018, covering January-May 2018 expenses

3. CONDITIONS OF PAYMENT. All services provided by ABE pursuant to this Agreement shall be performed to the satisfaction of Lake Superior College, as determined at the sole discretion of its Authorized Representative.
4. TERMS OF AGREEMENT. This agreement shall be effective August 16, 2017, or upon the date that the final required signature is obtained by Lake Superior College, whichever occurs later, and shall remain in effect until May 25, 2018, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
5. CANCELLATION. This Agreement may be cancelled by either party at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the party providing work or services to the other party shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
6. AUTHORIZED REPRESENTATIVES.
- a. The STATE AGENCY'S Authorized Representative for the purposes of administration of this Agreement is:

Name and Title: Patricia Fleege, Duluth Adult Education Manager

Address: 215 N. First Avenue East, Duluth, MN 55802

Telephone: 218-336-8790

E-Mail: patricia.fleege@isd709.org

Fax:

- b. MnSCU'S Authorized Representative for the purpose of administration of the Agreement is:

Name and Title: Hanna Erpestad, Dean of Liberal Arts & Sciences  
Address: 2101 Trinity Road, Duluth, MN 55811  
Telephone: 218-733-7667  
E-Mail: h.erpestad@lsc.edu  
Fax:

Each Authorized Representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this Agreement.

7. ASSIGNMENT. Neither party shall assign nor transfer any rights or obligations under this Agreement without the prior written consent of the other party.
8. AMENDMENTS. Any amendments to this Agreement shall be in writing, and shall be executed by the same parties who executed the original agreement, or their successors in office.
9. LIABILITY. Each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The parties' liabilities shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Chapter 3.736, and other applicable law.
10. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.
- a. Lake Superior College shall own all rights, title and interest in all of the materials conceived or created by ABE, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this Agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("MATERIALS").
- ABE hereby assigns to Lake Superior College all rights, title and interest to the MATERIALS. ABE shall, upon request of Lake Superior College, execute all papers and perform all other acts necessary to assist Lake Superior College to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this Agreement by ABE, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to Lake Superior College by ABE, its employees and any subcontractors and ABE, shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of ABE obligations under this Agreement without the prior written consent of the REQUESTING AGENCY'S Authorized Representative.
- b. ABE represents that MATERIALS produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names.
11. PUBLICITY. Any publicity given the program, publications, or services provided resulting from this Agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for either party, or its employees individually or jointly with others, or any subcontractors shall not be released prior to approval by the other party's authorized representative.

12. FERPA. The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.
13. OTHER PROVISIONS. NONE

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

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

APPROVED:

**1. STATE AGENCY**

Independent School District 709 Adult Basic Education

By (authorized signature)
Title
Date

**2. VERIFIED AS TO ENCUMBRANCE**

By (authorized signature) <i>Douglas A. Her</i>
Title CFO
Date 7/31/17

**3. MINNESOTA STATE COLLEGES AND UNIVERSITIES**

Lake Superior College

By (authorized signature)
Title
Date

**4. AS TO FORM AND EXECUTION**

By (authorized college/university/system office initiating agreement)
Title
Date

July 25, 2017

Ms. Kimberly Ledoux  
ISD 709 Area Learning Center H.S. / Academic Excellence Online  
215 N. First Avenue East  
Duluth, MN 55802

Dear Ms, Ledoux,

Thank you for choosing The College of St. Scholastica's Mitchell Auditorium as the site of your June 5, 2018 commencement at 6 PM. Set up time will tentatively be 12 – 1 PM in Storm's Den. The Auditorium will be available after 4 PM.

**Your contract cost of \$700 includes:**

Mitchell Auditorium use	Storm's Den use
Mitchell staff support for event	Technical Coordinator

**Additional Requested services:**

- Piano use- no charge
- Audio or video recording \$225
- Copies of recording \$25 each
- Table set up with linens \$20 each
- Reserved section for graduates and administration
- Interior signage from bus stop and parking lot to auditorium

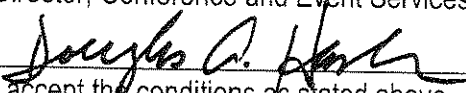
**If there are any questions regarding the charges or services, please call me at (218) 723-6631.**

The Mitchell Auditorium and The College of St. Scholastica must review any use of the College's name, address or phone number in all types of your promotions. Please submit all proposed advertising copy and photos to me by mail or e-mail, including website promotions. The use of the College logo is not permitted without prior approval.

**Please indicate your agreement to these conditions by signing this document and returning one copy by September 1, 2017 with a non-refundable deposit of \$200.**

Sincerely,

Sue Maki  
Director, Conference and Event Services

  
I accept the conditions as stated above.

Adrian.Norman@isd709.org  
E-mail address

7/28/17  
Date



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

<b>For Internal Use Only</b>	
OES must provide:	
OES Contract #	12559 C
Analyst	rb

## UNIVERSITY OF MINNESOTA

### Workshop/Presentation Agreement

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

1. **Description of Workshop/Presentation: One 3-hour PRESS workshop covering classwide interventions (max. 45 participants; one presenter). Additional materials fees (PRESS Intervention Manual & 12-month website subscription) to be determined no later than one week prior to workshop date.**
2. **Date, Location, and Time:**  
Date: **September 28, 2017**  
Location: **Duluth, MN**  
Time: **8:00 a.m. - 11:00 a.m.**
3. **Payment Terms:** For the services under Section 1., Company shall pay University **two thousand and 00/100 dollars (\$2,000.00)**. Payment is due on the day of the workshop/presentation or upon receipt of invoice. In the event Company cancels for any reason, except for extraordinary causes beyond the reasonable control of Company, Company shall remain obligated for the full amount set forth in this paragraph.
4. **Obligations of Company.** Company agrees to provide the following accommodations, equipment, and material: **Meeting space, digital projector with audio.**

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

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

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

IN WITNESS WHEREOF, the parties have entered into the Agreement effective July 20, 2017.

**Regents of the University of Minnesota**

By: \_\_\_\_\_  
Name: **Lori Helman**  
Title: **Director**  
Date: \_\_\_\_\_

**Duluth Public Schools ISD 709**

By: *Amy Starzecki*  
Name: **Amy Starzecki**  
Title: **Assistant Superintendent**  
Date: 7/26/17  
Address: **215 N. 1st. Ave East**  
**Duluth, MN 55802**  
Phone: **218-336-8700** Fax: \_\_\_\_\_

*Douglas C. Hahn*  
CFO 7/28/17

## GuideK12™ GeoVisual Analytics Suite Subscription and Services Agreement

This is an agreement dated June 22, 2017, between GuideK12, LLC ("GuideK12") and Duluth Public Schools ("District") to provide the subscription and other services described below.

### 1) GUIDEK12 SERVICES

- a) **Subscription Services.** GuideK12 grants the District a non-exclusive, non-transferable right to access the GuideK12 Analytics Suite, ("Subscription Services"). In general, the Subscription Services:
- Is a cloud-based software for school districts to use for strategic planning purposes such as boundary planning, resource placement, school choice mapping and emergency preparedness.
  - Integrate student demographic data provided by the school district and parcel data obtained from the county onto an interactive map.
  - Allow school districts to provide individual access to appropriate data for the user's role.
  - Provides various tools, including:
    - A community portal option for the public to determine by address the schools assigned within that district;
    - Tools enabling a user to query and filter for student characteristics, depending upon data provided by the district;
    - Integrated scenario development tools to draw, realign, record and save with step-by-step documentation unlimited "what if" scenarios including opening, repurposing, and closing schools and incorporating key performance benchmarks;
    - An ability to shift multiple boundaries in real time;
    - An enhanced reporting suite for analysis planning; and
    - The ability to import and create geographic layers to aid in visualization and analysis functions.
- b) **Additional Services.** Additional GuideK12 deliverables and related data and/or development services ("Additional Services") may be provided by GuideK12 or its suppliers as follows:
- No Additional Services
- Additional Services will be provided as follows: \_\_\_\_\_

### 2) FEES

- a) **Fees for Services.** The District shall pay GuideK12 fees for Subscription Services and Additional Services (together, the "Fees") as follows:
- i) For the Subscription Services, an annual subscription price of \$1.80 per student based on the District's most recent FTE enrollment counts. For the period of June 22, 2017 through June 22, 2018, with a current FTE student enrollment count of 8,547, the subscription fee shall be \$15,384.60.
  - ii) Additional First Year Service Fees, *one time only*, \$3,800 with such services as described in Exhibit B.



- b) **Payment Terms.** The Fees are due and payable within thirty days of invoice by GuideK12. All late payments shall bear interest at 12% per annum or the highest permissible legal rate whichever is less.
- c) **Fees Adjustment.** GuideK12 shall give 60 days' advance written notice of any changes to the per student fee prior to renewal for an additional term. The annual subscription fee (but not the per student price) is subject to change annually by GuideK12 based on the District's most recent FTE enrollment counts, and the District shall provide such counts to GuideK12 at least 90 days before the renewal date.
- d) **Taxes.** The District agrees to pay any sales, use or value-added taxes applicable to the Fees.

**3) TERM, AGREEMENT RENEWAL**

The initial term of this Agreement is for one year from the date above, unless terminated earlier pursuant to this Agreement. Thereafter, this Agreement and the Subscription Services shall automatically renew for successive one year terms until terminated by either party: (a) upon written notice given at least 60 days before the end of the then-current term, or (b) pursuant to Section 4 of this Agreement. GuideK12 may invoice for automatic renewals within 90 days before the beginning of the renewal term.

**4) TERMINATION**

- a) **Termination.** This Agreement may be terminated at any time prior to the expiration of its current term, as follows:
  - (1) by either party by written notice to the other party if a receiver shall have been appointed over the whole or any substantial part of the assets of the other party, a petition or similar document is filed by the other party initiating any bankruptcy or reorganization proceeding or such a petition is filed against the other party and such proceeding shall not have been dismissed or stayed within sixty (60) days after such filing; or
  - (2) by either party upon written notice if the other party has materially breached the terms of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of such default.
- b) **Refunds.** GuideK12 will provide a pro rata refund of the Fees only if: (a) the District terminates due to GuideK12's material breach of this Agreement; or (b) GuideK12 terminates this Agreement without cause. Except for the foregoing, no refund shall be given for early Agreement termination.
- c) **No Further Use.** Upon termination of this Agreement, the District shall refrain from any further use of the the Subscription Services or any other statement suggesting that it has the right to offer or have access to the Subscription Services.
- d) **Survival.** The provisions of this Agreement which by their nature are intended to survive termination or expiration of this Agreement shall survive expiration or termination of this Agreement, including without limitation the obligations set forth in sections 2 and 5 - 12.

**5) OWNERSHIP**

- a) **Title and Scope of Subscription.** The Subscription Services and Additional Services (together, "Services"), including modifications and derivative works and all proprietary

rights resulting therein, belong to GuideK12 or its licensors. The District may use the Services only during their term, in the ordinary course of its business and as contemplated by this Agreement. The District may develop graphic displays from the Services, but such displays shall prominently include any copyright notices or trademarks included therein, and shall state that "This information was obtained by use of the GuideK12 applications under license from GuideK12." The District shall not remove any notices, logos or trademarks placed upon any electronic or hardcopy materials relating to the Services. The District shall not use the Services to reformat or extract any data therefrom or to reverse engineer the Services and shall not distribute or provide access to the Services to third parties.

- b) **Data Sharing.** In order to achieve the functionality requested by the District, the District shall provide GuideK12 all necessary student demographic data ("Data") for GuideK12 to incorporate into the Services. The Data shall be provided in a standard database format promptly after execution of this Agreement where the Data exists and can be shared without violation of state or federal privacy laws and data sharing regulations.
- c) **Data License.** The District grants GuideK12 a license to use the Data solely for use in the Services. Except for the foregoing, all right and title to the Data belongs solely to the District and the District has exclusive control over access and use of the Data.

#### 6) USE OF DATA AND SECURITY

GuideK12 does not sell the Data or use it for marketing purposes, and intends to use the Data in compliance with all database security and privacy protection rules as set forth in federal and state laws and regulations. Specifically:

- a) **Use, Reuse and Disclosure of the Data.** Except for the purposes contemplated by this Agreement, GuideK12 shall not use the Data for other purposes or disclose the Data to third persons, including other governmental agencies, unless required by law. Some of the Data may contain personally identifiable information of children in the District. GuideK12 will not sell or use the Data for marketing purposes without the consent of the person or, if minors, the parents of any Children identified in the Data. For the purposes of research GuideK12 may use non-personally identifiable Data in an aggregate form only.
- b) **Changes to the Data.** Because the District owns the Data, any rights of access to the Data or corrections to the Data, by parents or others, must be presented to the District, and not to GuideK12, to address such access or corrections.
- c) **Tracking of Children's Use of the Services.** Due to the nature of the Services, children are not intended users of the Services. Any incidental use by children or students is not tracked by personally identifiable student information.
- d) **Terms and Conditions and Privacy Policies.** Use of the Services may require acceptance of online Terms and Conditions and contain a Privacy Policy applicable to such use (together, the "Terms"). Although the Terms may change over time to keep current with general practices or applicable law, any changes to the Terms will not lessen the privacy rights promised herein for the District's users of the Services during the term of this Agreement.
- e) **Security of Data.** GuideK12 is concerned about the security of the Data, and shall provide commercially reasonable efforts to provide security to protect the data at least to the level set forth in Exhibit A. If GuideK12 determines that unauthorized persons have obtained

access to the Data, GuideK12 will notify the District as soon as practicable. GuideK12 does not store any Data outside of the United States.

- f) **Audit Rights.** The District, at its own expense, may conduct a reasonable audit and inspection of GuideK12 records and books, to the extent necessary and reasonable, to confirm GuideK12's compliance with the security and privacy provisions of this Agreement. Any such audit must be conducted at a time, place and method mutually agreed upon by the parties and designed to minimize impact on GuideK12's business.

7) **WARRANTIES, DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

GuideK12 warrants that the District's use of the Services for their intended purposes do not infringe on any third party patents or copyrights existing as of the date of this Agreement. In the event of any claim of infringement to which the District has made GuideK12 aware, GuideK12 may, at its option: (1) replace or modify the Services with non-infringing products or services which are functionally equivalent; (2) obtain a license for the District's continued use of the Services; or (3) terminate this Agreement and provide the District a pro rata refund of any Fees. The foregoing states the District's sole and exclusive remedy for an infringement of any kind.

Except as expressly set forth in this Agreement, the District acknowledges that use of the Services are sold "as is" "with all faults" and without warranty of any kind, express or implied, including without limitation any warranties of performance, merchantability and fitness for a particular purpose, accuracy and completeness. To the extent permitted by law, the District waives any claims against GuideK12 for any lost profits or other consequential damages, exemplary, punitive, or special damages, regardless of the foreseeability of such damages. In any event, GuideK12 shall not be liable for any damages relating to or arising out of this Agreement in an amount greater than the fees paid by District during the most recent twelve months.

8) **INDEMNIFICATION**

The District agrees to defend and indemnify GuideK12 and its officers, directors, shareholders, employees, agents and affiliates, from all claims, demands, causes of action, costs, liability, expenses, damages, and amounts reasonably paid in settlement (including reasonable attorney's fees and costs) to the extent caused by the District's acts, errors, omissions or breaches of this Agreement.

9) **GOVERNING LAW AND VENUE**

This Agreement is made in Minnesota and shall be governed by and construed in accordance with the laws of the State of Minnesota without reference to choice of law principles.

10) **NO AGENCY EXCEPT AS CONTEMPLATED HEREIN**

No partnership, joint venture, franchise or employment is created as a result of this Agreement and, except as expressly contemplated by this Agreement, neither GuideK12 nor the District, nor their respective agents, shall have any authority of any kind to bind each other in any respect whatsoever. Further, each party is responsible for providing benefits for its own employees, for paying its own taxes and expenses, and for maintaining its own books and records regarding the same.

11) **ENTIRE AGREEMENT, NO ADDITIONAL TERMS**

This is the entire Agreement between the parties with respect to its subject matter and supersedes all prior agreements. All additions or amendments to this Agreement must be in

writing and signed by the party sought to be bound. Unless expressly accepted by GuideK12 in writing, no other terms and conditions in conflict or in addition to those stated herein are binding on GuideK12.

12) **OTHER PROVISIONS**

Neither this Agreement nor any part may be assigned, sublicensed or otherwise transferred by the District without GuideK12's prior written consent. • This Agreement is binding upon and shall inure to the benefit of the legal successors and assigns of the parties. • If any provision of this Agreement is found to be void, invalid, unenforceable or illegal, the validity and enforceability of the other provisions will not be affected and any unenforceable provision shall be modified and interpreted so as to best accomplish the intent of such provision. • Neither party shall be deemed to be liable for any provisions under this Agreement for failures in performance resulting from acts or events beyond the reasonable control of the party including, but not limited to, delays in transportation, storms or extreme weather conditions, fire, explosion, flood, strike, riot, or unavailability of communications, power, or telephone lines, supplies, or service, delay in delivery, failure or malfunction of equipment or of software, or similar catastrophe, or other acts of God. • Failure to enforce any provision of this Agreement is not a waiver of the provision or of the right to enforce the provision later. • The headings and captions are inserted for convenience only and do not constitute a part of the Agreement. • This Agreement may be signed in counterpart.

**Duluth Public Schools**

By: Douglas A. Hasler

Print Name and Title: Douglas A. Hasler CFO

Date: 7/31/17

Address: 215 N. 1st Ave E  
Duluth, MN 55802

**GuideK12, LLC**

By: \_\_\_\_\_

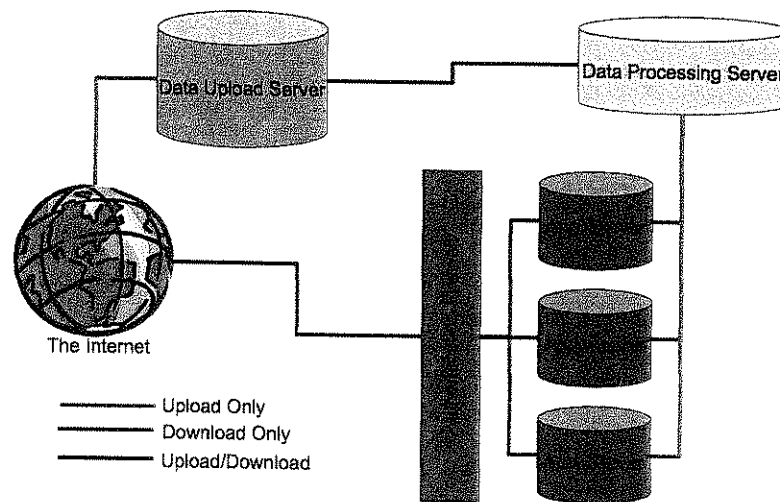
Its: \_\_\_\_\_

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

**Exhibit A**

**Security for the Data**

**General Diagram of Server Communication Limits:**



**Basic Transfer Mechanism Security**

- Our data transfer server is only accessible via the Secure Shell Protocol.
- There are no passwords into the system. Public-key encryption is used for all data transfers and logins.

**Upload Server Security**

- Every District's data is isolated into their own "jail."
- A "jail" is a technique that isolates any and all users from each other and from the underlying computer.
- If another client, or the machine itself, is compromised other clients' data are still inaccessible as they are in different "jails."
- Data is constantly replaced and the old data are never retained on the upload server.
- When uploading the new student data to our server, the file "students\_current.csv" or "students\_current.csv.zip" is replaced. The only archives of that data are stored on the application servers.
- The files uploaded can have additional password protection or be PGP/GPG encrypted.

## Data Processing Protection

- To prevent the data from being available in a usable form to a potential attacker, the “uploading” server does not process any data.
- The data processing server is located in house and is not accessible from the Internet.
- All PGP/GPG encryption keys are stored in the in-house server and never on the upload server.
- The data processing server uses an encrypted disk drive to store all data.

## Application Server Protections

- The application server stores the vast majority of the data. During uploading and processing only a snapshot of the data is available. Application servers can hold multiple “vintages” of student data.
- The database powering the application uses an encrypted file system.
- The databases themselves are all password protected.
- Every District is given an isolated instance in the database, preventing access across accounts.
- Application servers can only be accessed through limited, private-key protected SSH accounts.
- All other serving access is limited to the authentication server.

## Log In Security

- All communications with the login server happen over HTTPS, no plain text HTTP
- Our SSL certificate uses Extended Validation (“the Green bar”), which required external validation of our organization and its security policies to be granted.

## External Authentication / Single Sign On

- External Authentication / Single Sign-on allows GuideK12 to integrate into the District's existing portal system
- When the user logs into the District's web-portal, GuideK12 servers are sent the users login authorization information. This usually includes an access level such as “staff”, “administration”, or “teacher”).
- The GuideK12 system will return a cookie that will then be used to authenticate the user against the internal GuideK12 systems. This cookie has a short expiration period, and is encrypted with a special hash making it very difficult to fabricate. \*This is adapted depending on how it can best fit into current district practices for authenticating with outside services.

**Exhibit B**  
**First Year Services**

**Services Fee Description:**

The services fee is a one time first year charge. There are multiple components. The first component is Data Services, which includes the extraction, transformation and loading district data elements. Also includes, extraction, transformation, geo-coding and loading community and parcel data elements and importing district Shapefiles (enrollment boundaries). The second is for overall project management. This includes developing the implementation plan, assigning resources, configuring data refresh routines, facilitating discussions and customization needs. The third service fee is for staff training onsite. This is a full day of onsite professional development.

**School Nutrition Programs**  
**Agreement for Vended Meals Provided by a School Food Authority**

**School Year 2017-2018**

This agreement is for a School Food Authority (SFA) that participates in School Nutrition Programs (SNP) to obtain reimbursable SNP meals from another SFA, which is referred to in this contract as the "Vendor". An *Agreement for Vended Meals Provided by a School Food Authority* must be completed each school year that the Vendor will provide meals to the SFA. This agreement template may not be used to obtain SNP meals from a commercial vendor.

Meal charges are based on the Vendor recouping at least the estimated costs of providing the meals or snacks. If actual costs are not available, the charge may be based on the total federal reimbursement that could be received for the meal or snack including the value of USDA Foods if applicable.

Competitive quotes are not needed when SNP meals will be obtained from another SFA. The Vendor and SFA may directly negotiate meal prices without additional, competitive quotes.

**I. Purpose and Term**

"School Food Authority" or "SFA" means the school food authority that will receive the meals and claim the meals for SNP reimbursements under the SFA's agreement with the Minnesota Department of Education (MDE).

"Vendor" means the school food authority that will provide the SNP meals.

This contract, between School Food Authority (SFA):

~~Harbor City International School~~

SFA's Cyber-Linked Interactive Child Nutrition System (CLICS) Sponsor Identification Number:

1000005760

and Vendor :

Duluth School District

SFA's Cyber-Linked Interactive Child Nutrition System (CLICS) Sponsor Identification Number: 1000003456

authorizes that the Vendor will provide meals, snacks or milk in accordance with this agreement and the federal regulations and policies applicable to the U.S. Department of Agriculture (USDA) Child Nutrition program(s) identified in Section II of this contract.

The contract is effective for the period of: 09/05/2017

through 06/07/2017



Vendor will provide meals to SFA site(s) listed below or on an attached list.

Site Name	Site Address	CLICS Number (if known)
Harbor City International School	332 West Michigan Street Duluth, MN 55802	1000005760

SFA will notify Vendor SFA with 5 days' notice of changes to sites.

If all sites do not receive the same types of meals, describe differences between sites here:

## II. Meal Requirements

A. Vendor will provide meals, snacks and/or milk that meet applicable School Nutrition Programs requirements, including revised requirements from the Healthy, Hunger-Free Kids Act of 2010 (check all programs that apply):

- Lunches meeting National School Lunch Program requirements,\* 7 Code of Federal Regulations (CFR) 210 (meal pattern attached).
- Breakfasts meeting School Breakfast Program requirements, 7 CFR 220 (meal pattern attached).
- Snacks meeting Afterschool Care Snacks requirements, 7 CFR 210 (attach copy of snack pattern).
- Milk meeting Special Milk Program requirements, 7 CFR 215 / Minnesota Kindergarten Milk Program.
- Other (describe):

B. Vendor will provide meals to SFA in the following manner:

- Unitized meals.
- Bulk quantities accompanied by written instructions regarding the planned portion size for each food component.

C. Vendor will also provide (check all that apply):

- Eating Utensils.
- Condiments.
- Paper Items.

Extra Milk.

Transportation Containers.

Other, describe:

### III. Meal Charges and Billing

A. SFA will pay the following fixed prices for meals that meet program requirements and are delivered in accordance with the agreement. The fixed prices are the total amount due from SFA for each meal type; Vendor will not charge other fees, or request reimbursement of any costs, in addition to the fixed meal prices.

Meal charges are based on the use of all commercial foods. Meal prices have *not* been reduced to reflect the value of SFA's USDA Foods. SFA will receive credit for its USDA Foods entitlement value as described in Section V.

Breakfast \$

Snack \$

Lunch \$ 3.00

Meals (check one):  include milk  do not include milk

If applicable, describe other charges such as for extra milk, adult meals, and adjustments to meals to accommodate special dietary needs:

Adult Meals will be charged to the SFA at \$3.85

Vendor SFA will bill SFA as described (include frequency of billing):

A monthly billing with total meals sent/picked up will be mailed through the US Mail to the SFA.

NOTE: Neither the Minnesota Department of Education (MDE) nor USDA assumes any liability for meal payments.

### IV. Substitutions and Modifications for Medical or Special Dietary Needs

Vendor will substitute or modify food or beverage items as requested by SFA for students with medical or special dietary needs as specified by SFA. SFA is responsible to obtain and maintain any documentation required for SFA to claim program reimbursements.

If Vendor incurs additional costs for substitutions specified by SFA that exceed the regular meal payments, Vendor may request reimbursement from SFA for the additional costs. Neither SFA nor Vendor may charge any additional amounts to students who qualify for substitutions.

A. Substitutions or Modifications for Students with Disability – Federal Requirement

Vendor will provide substitutions or modifications to meals, as specified by SFA, for students with a disability that restricts their diet so that they are unable to consume the regular program meals. SFA is responsible to obtain the *Special Diet Statement* for the student that is required for SFA to claim program reimbursement for the meals.

B. Lactose-Reduced Milk for Students with Lactose Intolerance – State Requirement

Vendor will make available at least one of the following types of lactose-reduced milk specified in Minnesota Statutes section 124D.114 for lactose-intolerant students whose parents have submitted written requests: lactose-reduced milk; milk fortified with lactase in liquid, tablet, granular, or other form; or milk to which lactobacillus acidophilus has been added. A portion of a lactose-reduced milk product may be poured or served from a large container. SFA is responsible to maintain the written requests on file.

C. Meal Substitutions for Students without Disability (Optional)

If this box is checked, SFA has established a policy as allowed by School Nutrition Programs to offer meal substitutions that are within the meal pattern on a case-by-case basis for students who do not have a disability but who have special dietary needs. SFA will specify the required substitutions to Vendor.

D. Non-Dairy Fluid Milk Substitutes (Optional)

If this box is checked, SFA has established a policy as allowed by School Nutrition Programs to offer one or more non-dairy fluid milk substitutes that are nutritionally equivalent to cow's milk to students with a medical or other special dietary need. Vendor will provide non-dairy fluid milk substitute(s) in accordance with SFA's policy. SFA will maintain the written requests that are required to claim program reimbursement for non-dairy fluid milk substitutes.

V. USDA Foods

SFA's USDA Foods entitlement value for the school year is \$ \_\_\_\_\_ SFA will permit MDE to transfer SFA's entitlement value for the school year to Vendor. Vendor will credit SFA for SFA's USDA Foods based on SFA's entitlement value.

Vendor will provide credits for USDA Foods to SFA at this frequency (check one):

On the monthly invoice, in the set monthly credit amount based on SFA's entitlement value shown above divided by SFA's number of operating months.

SFA's number of operating months:

Monthly credit that will be provided by Vendor (total entitlement divided by the number of operating months): \$

Other frequency

At the end of the contract year.

## VI. Ordering and Delivering

A. SFA or sites will notify Vendor in advance of the number of meals needed.

Vendor will use an organized system for receiving orders for delivery adjustments; documenting orders for delivery adjustments; adjusting production levels, if necessary; ensuring that delivery receipts are changed to reflect adjusted meal orders; and ensuring that adjusted meal orders for each site are correctly packaged and loaded for delivery.

Indicate deadline(s) for SFA or sites to send meal orders (such as by a set time on the previous day or the same day of the meal service) and how notice will be provided, by e-mail, telephone or in person. Indicate timeline(s) for increasing and decreasing an order that has been made. If more than one site, indicate any differences between sites. Describe here, or reference here to attached information:

B. Vendor will deliver meals as described. Include time(s) for each site.

(For each meal service, indicate time that meal will be delivered or picked up by SFA. If more than one site, indicate for each site.) Describe here, or reference here to attached information:

SFA will pick up lunch meals at the assigned production site. Pick up time is approximately 10:15 - 10:30 a.m.

C. Responsibility for transport containers:

(Indicate whether Vendor or SFA will be responsible for cleaning transport containers and, if applicable, schedule for Vendor to pick up or SFA/Site to return transport containers. If more than one site, indicate any differences between sites.)

Describe here, or reference here to attached information: SFA provides the food transport containers and is

D. Other:

## VII. Recordkeeping and Availability of Records

A. Vendor agrees to maintain full and accurate records, which are required for SFA to claim reimbursements through School Nutrition Programs. Required records include: 1) daily menu records; 2) daily quantities of food prepared, by type of meal; 3) daily number of meals furnished, by type of meal.

B. Vendor and SFA agree that books and records pertaining to Vendor SFA's food service fund will be made available to SFA upon request and agrees to retain all records for inspection and audit by representatives of

SFA, MDE, USDA, and U.S. General Accounting Office, at any reasonable time and place for a period of three (3) years after the final payment for the contract, except that in circumstances where audit findings have not been resolved the records must be retained beyond the three-year period until resolution of the audit.

### **VIII. Health and Sanitation**

- A. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.
- B. SFA will not pay for meals or snacks that are unwholesome or spoiled at time of delivery.

### **IX. SFA Control of Food Service**

SFA will maintain overall responsibility for administration of the food service, in accordance with SNP regulations and policies.

SFA will:

- A. Retain control of the quality, extent and general nature of the food service, including counting the numbers of reimbursable meals and claiming SNP reimbursement from MDE.
- B. Retain control of the nonprofit food service account, overall financial responsibility for the nonprofit food service operation, and meal prices.
- C. Ensure that the food service operation is in conformance with SFA's agreement with MDE to participate in SNP.
- D. Maintain all applicable health certifications for SFA site(s).
- E. ~~Monitor vended meals to ensure the food service is in conformance with program regulations.~~

### **X. Termination**

Either party may terminate this contract for cause by notice in writing as described:

(The number of days required for notice of termination, not to exceed 60 days, must be stated.)

The contract may be terminated for convenience (no cause) if the parties mutually agree to terminate for convenience:

### **XI. Additional Provisions at Option of SFA and Vendor**

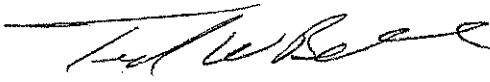
Describe additional provisions here, or reference here to additional attached nonfinancial provisions:

**Signatures**

SFA Name: Harbor City International School

Authorized Representative: *Ted Buck*

Title: *Co-Director*

Signature of Authorized Representative: 

Date: *7/10/17*

Vendor Name: Duluth School District

Authorized Representative:

Title: *Douglas A. Harter*

Signature of Authorized Representative:

Date: *7/6/2017*

# Memorandum

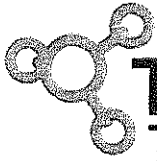
**To:** Doug Hasler, CFO  
**From:** Dave Spooner *Dave Spooner*  
**Date:** July 18, 2017  
**Re:** Testing Services – Rockridge School Renovation

Attached please find two copies of the Agreement between Independent School District #709 and Twin Ports Testing to provide testing services for the Rockridge School Renovation. The total cost of this work is estimated to be \$5,090.00. This work is necessary to meet current building code requirements.

**Recommendation:**

I am recommended that the Chief Financial Officer enter into an agreement with Twin Ports Testing to perform the work scope as defined in the attached Agreement necessary to meet current building code requirements.

Enclosures



# Twin Ports Testing

1301 N 3<sup>rd</sup> St. • Superior WI 54880 • 715-392-7114 • 1-800-373-2562 • F 715-392-7163 • www.twinportstesting.com

July 11, 2017

Proposal 17M7790

Mr. David Spooner, Manager of Facilities  
ISD #709 Duluth Public Schools  
C/O Architectural Resources, Inc.  
126 East Superior Street  
Duluth, MN 55802

Re: Proposal for Geotechnical Evaluation  
Rockridge School Renovation  
4849 Ivanhoe Street  
Duluth, Minnesota

Dear Mr. Spooner:

Twin Ports Testing II (TPT) is pleased to submit a proposal for the above referenced project in response to a Request for Proposal (FRP) received on June 30, 2017. We believe the information in this response addresses all necessary items in the RFP, but would be glad to submit any additional information requested.

## **Project**

Based on the request, we understand that ISD #709 is working on renovating Rockridge School in an effort to bring the building back into use. This work includes correcting drainage issues and replacing existing parking and drive areas. It is unknown at this time if parking and drive areas will be replaced in the same configuration as the existing. As part of the design process, a geotechnical evaluation was requested.

## **Qualifications**

TPT has been providing geotechnical services from our current location for over twenty years. We currently have on staff three licensed professional engineers with significant experience on geotechnical projects throughout the region. We also staff experienced EITs, engineering technicians and drillers to assist in performing field and laboratory geotechnical services.

## **Review of Geologic Conditions**

Based upon available geologic literature and our past experience in the area, subsurface conditions throughout the project area are anticipated to consist of topsoil and/or fill soils over glacial till soils over shallow bedrock. Bedrock outcroppings can be seen to the north and west of the school.

## **Scope of Services**

As requested, we propose to perform 11 Standard Penetration Test (SPT) borings throughout the project area to depths of 8 feet or refusal, whichever comes first. The borings will be performed at the locations shown on the sketch provided with the request.



SPT borings will be advanced using hollow stem auger drilling methods. We propose to perform the borings using our Diedrich D120 rubber track-mounted drill rig. Split Spoon soil sampling will be performed continuously throughout the depth of the borings. We will observe groundwater levels within the borings while drilling and after completion of the borings. The borings will be abandoned according to the updated requirements of the Minnesota Department of Health.

In addition to the SPT borings, we propose to perform two (2) double ring infiltrometer tests (ASTM D3385) to gather information on soil infiltration parameters. This information will be helpful in accurately evaluating/designing future retention or infiltration basins.

#### **Site Access, Staking, and Utility Coordination**

Based on our reconnaissance of the project area, it appears that boring locations will be accessible to our drill rig. We will stake/mark the boring locations in the field upon our arrival on site using the boring location sketch provided with the request. We will determine surface elevations at the boring locations after the completion of field work using a surveyor's rod and level. We will reference our elevations to a known benchmark or nearby site feature. This benchmark will be referenced in our geotechnical evaluation report. Prior to arriving onsite, we will contact Gopher State One Call to locate public utilities. The owner/client is responsible for determining the presence of any private utilities throughout the site. We can assist with locating private utilities on a cost-plus basis.

#### **Laboratory Testing and Reporting**

After the completion of the field exploration, collected samples from the borings will be returned to our laboratory for visual classification by a geotechnical engineer using the Unified Soil Classification System. To help provide additional information on soil engineering properties we propose to perform the following laboratory tests:

- Moisture content testing (ASTM D2216) on each sample recovered from the borings.
- Sieve analysis testing of soils passing the #200 sieve (ASTM D1140) on up to eight split spoon samples recovered from the borings. This information will be useful in determining the suitability for material re-use.
- Pocket penetrometer testing on each cohesive soil sample recovered from the borings, if necessary.

A geotechnical evaluation report will then be prepared for the design and construction of the proposed project, including the following:

- Detailed boring logs outlining encountered soil and groundwater conditions, including SPT N-values and any laboratory test results.
- A summary of site conditions and their potential impacts on the project.
- Recommendations for site preparation, including backfill and fill.
- Recommendations for pavement design and construction.
- Recommendations for infiltration pond design and construction.

**Estimated Fees**

For this project, we propose to perform the scope of services described above for an estimated fee of \$5,090.00. A breakdown of our estimated fees is outlined below.

Item	Quantity	Unit	Rate	Extension
Mobilization	1	Lump Sum	\$400.00	\$400.00
Track Rotary Drilling	12	Hours	\$205.00	\$2,460.00
Double Ring Infiltrometer Testing	4	Hours	\$190.00	\$760.00
Laboratory Testing	1	Lump Sum	\$350.00	\$350.00
Project Engineer	9	Hours	\$110.00	\$990.00
Senior Engineer	1	Hours	\$130.00	\$130.00
<b>Estimated Total</b>				<b>\$5,090.00</b>

**Schedule**

We anticipate that the field work will take two days to complete. Our current schedule would allow us to begin the field work for this project within three weeks of authorization.

Laboratory testing will take about one week to complete. We anticipate that we can submit our geotechnical evaluation report within one to two weeks of the completion of field work.

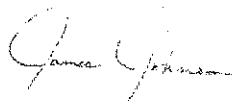
**General**

We have included our General Terms of Service for use during this project. Invoicing will be performed monthly for work completed to-date.

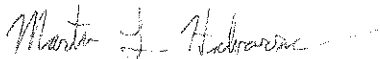
Thank you for considering TPT for this project. We look forward to assisting with your geotechnical needs. If you have any questions, please contact Marty Halvorson or Jim Johnson at 715-392-7114.

Sincerely,

**Twin Ports Testing, Inc.**



James M. Johnson, EIT  
Project Engineer



Martin L. Halvorson, PE  
Geotechnical Team Leader/Senior Engineer

Attachments: General Conditions of Service

This proposal is subject to the attached General Conditions of Service which are part of this proposal.

Upon acceptance of this proposal, please sign and return one copy to us, for our records, as our authorization to proceed with this project.

Signed Douglas A. Hasler

Date 7/18/17

Printed Name Douglas A. Hasler

Title CFO



## **General Conditions of Service**

These General Conditions of Service, including any Supplemental Conditions of Service which are or may become applicable to the services as set forth in the foregoing Proposal, are incorporated by reference into said Proposal and shall, if said Proposal is accepted by Client, be part of the Agreement ("Agreement") under which services are to be performed by Twin Ports Testing II, Inc. In the event of a conflict between these General Conditions of Service, any Supplemental Conditions of Service, and the foregoing Proposal, the terms in the Proposal control.

### **1. SCOPE OF WORK**

- (a) It is understood that the scope of work and time schedule defined in the Proposal are based on the information provided by Client. If this information is incomplete or inaccurate, or if unexpected site conditions are discovered, the scope of work and time schedule may change even as the work is in progress. If Client requests additional services or a change in the scope of work or time schedule occur, a written amendment to the Agreement shall be executed by Client and Twin Ports Testing II, Inc. within seven (7) calendar days of receipt of such request or discovery of a change in scope or time schedule of work.
- (b) The scope of work shall include all services provided by Twin Ports Testing II, Inc., in its discretion, which are reasonably necessary and appropriate for the effective and timely fulfillment of Twin Ports Testing II, Inc.'s obligations under the Agreement. All services provided by Twin Ports Testing II, Inc. shall be subject to the provisions of the Agreement. All services provided by Twin Ports Testing II, Inc. shall be invoiced and paid in accordance with Section 4 below.

### **2. TWIN PORTS TESTING II, INC. WARRANTIES**

Twin Ports Testing II, Inc. hereby warrants that it has undertaken reasonable efforts to investigate the site(s) and has determined that all work done under this Agreement shall be completed without any claim for additional time or compensation. If Twin Ports Testing II, Inc. discovers subsurface conditions which require such claims, it may be entitled to seek an equitable adjustment, which shall remain subject to approval by the Town Board. However, the Town Board shall have no obligation to approve an equitable adjustment for any conditions which should have been reasonably obvious upon inspection by Twin Ports Testing II, Inc., and it shall complete all work under this Agreement without any additional time or compensation.

### **3. CLIENT DISCLOSURES**

- (a) Client shall notify Twin Ports Testing II, Inc. of any known or suspected hazardous substances or conditions which Twin Ports Testing II, Inc. may be provided or obtain or which exist or may exist on or near any premises upon which services are to be performed by Twin Ports Testing II, Inc.'s employees, agents or contractors. Such hazardous substances shall include but not be limited to any substance which poses or may pose a present or future hazard to human health or the environment, whether contained in a product, material, by-product, waste or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form, in piping, electrical cables or similar objects, whether above ground or below ground. Such hazardous substances shall also include any substance which poses or may pose a present or future hazard to human health or the environment. Client shall notify Twin Ports Testing II, Inc. of any known or suspected hazardous substances or conditions upon entering into the Agreement. Thereafter, Client shall notify Twin Ports Testing II, Inc. of any other known or suspected hazardous substances or conditions immediately upon discovering them, or upon discovery of increased concentrations of previously disclosed substances where the increased concentration makes such substances hazardous.
- (b) Following any disclosure as set forth in Section 3(a) above, or if any hazardous substances or conditions are discovered or reasonably suspected to be present by Twin Ports Testing II, Inc. after its services are undertaken, Twin Ports Testing II, Inc. may, at its discretion, discontinue its services without further duties, obligations or liabilities of any kind. Whether or not Twin Ports Testing II, Inc. discontinues its services in whole or in part, Client and Twin Ports Testing II, Inc. agree that the scope of work, time schedule and the estimated fee or budget shall be adjusted accordingly, and Twin Ports Testing II, Inc. may, at its discretion, terminate the Agreement without any further duties, obligations or liabilities under the Agreement. In the event that the Agreement is terminated pursuant to this Section 3, Client shall pay Twin Ports Testing II, Inc. for all services provided and all termination expenses as set forth in Section 12(b) below.
- (c) If all or any part of the scope of work is to be performed in the general vicinity of a facility or in an area where dust, fumes, gas, noise, vibrations or other particulate or nonparticulate matter is in the atmosphere where it raises a potential health hazard or nuisance to those working in the vicinity, Client shall notify Twin Ports Testing II, Inc. of such condition, potential health hazard or nuisance, and thereafter Twin Ports Testing II, Inc. shall take all reasonable measures deemed necessary to protect its employees, agents and consultants against such condition, potential health hazard or nuisance. Client shall be solely responsible for the cost of such measures.

#### **4. PAYMENT, INTEREST AND BREACH**

- (a) Client shall pay all invoices in full on receipt, and shall pay applicable interest on unpaid balances beginning forty-five (45) days after the invoice date at the rate of 1.5% per month, but not to exceed the maximum rate allowed by applicable law. The Town Board may withhold any amounts which are subject to a statutory right of retainage or which are otherwise the subject of a good-faith dispute. Any amounts so withheld shall not be subject to any interest charge until they become due under the statute as to retainage, or until the good-faith dispute has been resolved between the parties.
- (b) In the event that Client fails to pay an invoice in full within sixty (60) calendar days after the invoice date, Client shall be in breach of the Agreement. Twin Ports Testing II, Inc. may, at its option, immediately terminate the Agreement without any further duties, obligations or liabilities under the Agreement. In the event that the Agreement is terminated pursuant to this Section 4(b), Client shall pay Twin Ports Testing II, Inc. for all services.

#### **5. ACCESS AND RESTORATION**

Client shall furnish Twin Ports Testing II, Inc. with reasonable access to the site at all reasonable times. It is understood by Client that in the normal course of the work some damage to the site and/or materials may occur. While Twin Ports Testing II, Inc. will take reasonable precautions to minimize damage, Twin Ports Testing II, Inc. **has not included the cost of restoration in the estimated fee or budget and will not be liable for such damage.**

#### **6. SAMPLES**

All samples, if any, remaining after tests are conducted will in the ordinary course be discarded by Twin Ports Testing II, Inc. sixty (60) calendar days after submission of the final written report to Client unless Client requests, in writing, that Twin Ports Testing II, Inc. store or ship the samples, at Client's expense. Any such request shall be sent via certified mail, return receipt requested, to Twin Ports Testing II, Inc., Attn: Chief Operations Officer, 1301 North Third Street, Superior, Wisconsin 54880, and must be received within the 60-day period.

#### **7. REPORTS, OWNERSHIP OF DOCUMENTS AND WITNESS FEES**

- (a) Twin Ports Testing II, Inc. shall furnish one hard (1) copy of each report, along with an electronic copy, to Client. Additional copies will be distributed upon request.
- (b) Inc. may retain principal documents, reports, lab data, etc., relating to the services performed for Client for up to five (5) years following submission of the final written report to Client.

#### **8. STANDARD OF CARE**

- (a) Twin Ports Testing II, Inc. represents that the services performed under the Agreement will be performed with the care and skill ordinarily exercised by reputable members of the applicable profession practicing under similar conditions at the same time in the same or a similar locality.
- (b) With the exception of Section 8(a) above, no other representation and no warranty, expressed or implied, is made or intended by Twin Ports Testing II, Inc. with respect to its performance of services under the Agreement.
- (c) In regard to subsurface investigations, the Client recognizes that subsurface conditions at the site may vary from those encountered in Twin Ports Testing II, Inc.'s explorations, testing and surveys, and that the information and recommendations developed by Twin Ports Testing II, Inc. are based solely on the work performed by Twin Ports Testing II, Inc.
- (d) Any exploration, testing, surveys and analysis associated with the work will be performed by Twin Ports Testing II, Inc. for Client's sole use. Twin Ports Testing II, Inc. shall not be responsible or liable for others' interpretation or use of the information developed from the work performed by Twin Ports Testing II, Inc.
- (e) Documents including but not limited to technical reports, original boring logs, field data, field notes, laboratory test data, calculations and estimates furnished to Client or its agents pursuant to the Agreement are not intended or represented to be suitable for reuse by Client or others on extensions of the project or on any other project. Twin Ports Testing II, Inc. shall not be responsible or liable for any reuse of such documents.
- (f) Twin Ports Testing II, Inc. shall not be responsible or liable for the work performed by others, including but not limited to the failure of others to perform their work in accordance with specifications or contract documents.
- (g) For work not performed on Twin Ports Testing II, Inc.'s premises, Twin Ports Testing II, Inc. shall not be responsible or liable for superintending, supervising or in any way directing the work of others, or for job or site safety, all such matters shall be the sole responsibility of others as determined by Client, unless specifically assumed by Twin Ports Testing II, Inc. in writing.
- (h) Twin Ports Testing II, Inc. shall not be responsible or liable for either setting or checking the accuracy of construction staking, or for staking or referencing locations of piling, caissons or footings, unless those functions are specifically assumed by Twin Ports Testing II, Inc. in writing. Twin Ports Testing II, Inc. shall rely on as accurate and reference results of tests and observations to control lines and elevations set as part of surveying or construction staking performed by others selected by Client.
- (i) Client shall be solely responsible for ensuring that its employees, contractors and subcontractors observe all applicable safety standards.

#### **9. LIMITATION OF PROFESSIONAL LIABILITY**

- (a) Documents, including but not limited to, technical reports, original boring logs, field data, field notes, laboratory test data, calculations, and estimates provided to the Client or its agents pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Any such use without Twin Ports Testing II, Inc.'s prior written consent is prohibited and at Client's sole risk and without liability to Twin Ports Testing II, Inc. or its contractor(s) and subcontractor(s).

#### **10. INDEMNIFICATIONS AND LIMITATION OF LIABILITY**

- (a) Twin Ports Testing II, Inc. shall indemnify, defend and hold harmless Client from and against bodily injury and property damage losses resulting from the gross negligence of Twin Ports Testing II, Inc., its employees, agents or consultants in the performance of services under this Agreement. Such liability however shall be limited as provided in Sections 9(a) and (b) above and any provisions of the Agreement applicable to services involving or related to hazardous substances or conditions, including hazardous waste.

#### **11. INSURANCE**

Twin Ports Testing II, Inc. represents that it has Workers' Compensation insurance for its employees and adequate general liability insurance. Twin Ports Testing II, Inc. will furnish certificates of insurance to Client upon request. Such certificates of insurance shall name the Town as an additional insured, and they shall also include an endorsement that such policies may not be cancelled without 30 days' notice to the Town, except in the case of non-payment, in which case the policy may be terminated on 10 days' notice.

#### **12. TERMINATION (a)** The Agreement may be terminated in the following ways:

- (i) By either Twin Ports Testing II, Inc. or Client upon seven (7) business days' written notice in the event of breach of the Agreement (other than the breach described in Section 4(b) above) by the other party. Such termination shall not be effective if the breach is remedied before expiration of the period specified in the written notice.
  - (ii) By Twin Ports Testing II, Inc. immediately under circumstances described in Section 3(b) above.
  - (iii) By Twin Ports Testing II, Inc. immediately under circumstances described in Section 4(b) above.
  - (iv) By Twin Ports Testing II, Inc. immediately if conditions exist which were not disclosed to Twin Ports Testing II, Inc. prior to its arrival at the site and which make it materially more difficult than anticipated to perform the work.
  - (v) By either Twin Ports Testing II, Inc. or Client by mutual written agreement.
- (b) In the event the Agreement is terminated by either party, Twin Ports Testing II, Inc. shall be paid for all work performed prior to the termination date set forth in the notice.

#### **10. DATA PRACTICES**

- (a) The parties hereto acknowledge that this agreement is subject to the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. To the extent required under that Chapter, Twin Ports Testing II, Inc. shall comply with all reasonable requests made by the Town to respond to any data practices request.
- (b) To the extent required by law, Twin Ports Testing II, Inc. shall comply with any requests made by the Town, the State Auditor, or the Legislative auditor to review its corporate information. This duty shall survive 6 years beyond the termination or expiration of this Agreement.

#### **14. MODIFICATION AND WAIVER**

No purported modification or waiver of any provision of the Agreement shall be binding unless in writing signed by both parties (in the case of modifications). Any waiver shall be limited to the circumstances or events specifically referenced in the writing and shall not be deemed a waiver of any other provision hereof or of the same circumstance or event upon any recurrence thereof.

#### **15. SEVERABILITY**

If any part of the Agreement is determined by a court of last resort, or a lower court if no appeal is taken, to be unlawful, invalid, or otherwise unenforceable, the balance of the Agreement shall remain in full force and effect, and the offending provision shall be deemed amended to the extent necessary to conform to the law.

#### **16. SECTION HEADINGS**

The headings or titles in the Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any of the provisions of the Agreement.

#### **17. SURVIVAL**

All obligations arising prior to the termination of the Agreement and all provisions of the Agreement allocating responsibility or liability between Client and Twin Ports Testing II, Inc. shall survive the completion of services and the termination of the Agreement.

**18. CHOICE OF LAW**

The Agreement shall be governed by the laws of the State of Minnesota and any proceedings involving this Agreement, its enforcement, construction or otherwise shall be venued in Duluth, Minnesota.



Service Agreement  
Agreement for Consulting Services between Visions for Learning, LLC  
Tax ID# 82-1032068 and Myers Wilkens Elementary School

Client:

Elisa Maldonado, Principal  
Myers Wilkens Elementary School  
1027 N. 8<sup>th</sup> Avenue East  
Duluth, MN 55805

Description of Services:

This agreement is to provide long term Professional Development to the Elementary teachers in literacy to help increase student achievement.

Dates:

September 20 & 21, 2017  
October 26, 2017  
December 7, 2017  
January 17 & 18, 2018  
March 7 & 8, 2018  
May 2 & 3, 2018

Total Costs and Conditions:

Total fee (includes expenses): \$2,400.00 per day  
Total costs: \$24,000

Snow Days: If consultant is in town and a snow day occurs payment in full is required.  
Based on availability consultant will reschedule.

Option for Online Meetings:

November 7 & 8, 2017  
April TBD 2018

Total Costs and Conditions:

Total fee (includes expenses): \$75.00 per hour  
Total costs: TBD

Payment terms: Payment totaling amount above is due on last day of services rendered.  
Cancellation Terms: Either party has the right to cancel this contract for good cause only, 30 days prior to, with written notice.

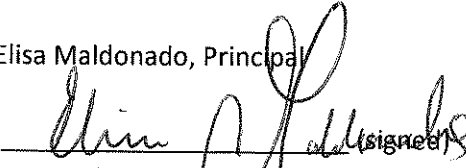


Elisa Brente, President

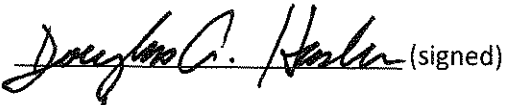
Elisa Brente

7/18/2017

Elisa Maldonado, Principal

  
\_\_\_\_\_  
8/3/17 (date)

Douglas A. Hasler, CFO

  
\_\_\_\_\_  
July 28, 2017 (date)

# AGREEMENT

**THIS AGREEMENT**, made and entered into this 15th day of July, 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Monica Bruning, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 15th, and shall remain in effect until December 31st 2017, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** The District requests assistance in developing and writing one (1) Bush Foundation Community Innovation Grant. Consultant will assist District with: (a) developing application for Initial Review and Finalist Review; (b) writing responses to narrative questions and drafting the budget with consultation; (c) completing additional forms required for submission; (d) submitting application on Community Innovation page; (e) interpreting Bush Foundation Community Innovation Grants (CIG) 2016 competition guidelines and (f) attending proposal development-related meetings.

Client and Consultant will begin work on the project as soon as a Professional Services Contract is signed by both parties. Anticipated project duration is between six and nine weeks, ending on or about Friday August 25, 2017 -- upon completion of the initial submission.

It is the Client's responsibility to respond in a timely manner to requests for data, information and decisions related to the development of the proposal. If Client does not respond to these requests in a timely fashion, Consultant will be unable to complete a competitive proposal by the application deadline.

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 \$2500. 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 Tom Albright, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail Monica Bruning, 6184 Fox Point Road, Duluth, MN 55803

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

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

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota 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 bidding requirements apply to this Contract, that 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. **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>
Doug Hasler	Director of Business Services

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>
Tom Albright	Community Schools Coordinator

19. **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;

- 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. if the work should be performed in a different manner and whether other work should be performed;
- d. if the District should 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.

20. **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, materialmen 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

CONTRACTOR

Chair

By

Clerk

Title

Program Director

Taxpayer Identification Number

Director of Business Service



RATE & SERVICE CONFIRMATION LETTER

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

Dear Bart,

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

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

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

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

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

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

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

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

Table with 1 column: Straight Time Bill Rate. Row 1: \$41.72 Bill Rate Per Hour (Based on hourly pay rate of \$28.00)

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

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

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

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

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

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

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

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

Sincerely,

ManpowerGroup US Inc.  
Branch Manager

<b>ACKNOWLEDGED AND ACCEPTED:</b>	
Client	
By:	<i>Douglas A. Hasler</i>
Printed Name/Title:	Douglas A. Hasler / CFO
Date:	7/14/17