

**MLC ADULT BASIC EDUCATION TECHNOLOGY
SERVICES/MARCS SERVICE AGREEMENT**

THIS AGREEMENT by and between (consortium manager) Duluth ABE

hereinafter referred to as "ABE Program," and the Minnesota Literacy Council, hereinafter referred to as "MLC", is entered into this 24th day of June, 2015, for the period of July 1, 2015, to June 30, 2016.

WHEREAS, ABE Program wishes to enter into an agreement to use MARCS Online, MLC's Adult Basic Education (ABE) data collection system, and SkillsTutor on-line learning system and

WHEREAS, MLC wishes to enter into an agreement to license and provide support for the use of the MARCS ABE data collection system and SkillsTutor on-line learning system.

NOW, THEREFORE, the parties agree as follows:

MLC agrees to:

1. Provide access to MARCS Online software and companion files that meet current Minnesota and National Reporting System (NRS) guidelines as of May 1, 2015.
2. Supply one MARCS Data Entry Technical Manual.
3. Offer staff training related to MARCS as necessary, including the following:
 - 6 hours new-user training for up to 2 (two) data entry staff / managers / leads in May, 2016.
 - 3 hours refresher training/troubleshooting in Spring, 2016.
 - Telephone and e-mail technical support for up to 20 hours. Phone tech support exceeding the 20 hour limit will be billed at \$40.00 per hour with a ½ hour minimum charge of \$20.00
4. Host the MARCS software application and data files, which includes the following:
 - Files are stored on a secure server with redundant power and connectivity;
 - Backups of the entire system are performed nightly with versions kept both on- and off-site;
 - Backups of input data are performed twice daily;
 - Data is protected with SSL data encryption.
5. Provide support for the MARCS software including the following:
 - Ongoing software bug fixes;
 - Updated software security patches;
 - Implementation of new standard reports – custom report requests will be implemented if feasible;
 - Addition of new NRS tables;
 - Assistance with creating and formatting data entry fields and ABE reports required by the Minnesota Department of Education (MDE);
6. MLC will offer Skills Tutor Support and Administration Services
 - Training – new user training, in-service training
 - Admin – create new teacher accounts, maintain student database
 - Reporting – run usage reports for consortia and/or state staff on request
 - Phone/email support – available to answer questions from teachers ("How do I....?")
 - Tech support – assist teachers with technical difficulties, refer to and/or contact ST Tech Support as necessary to resolve problem.
7. Provide each consortia one Northstar Sponsor site license, which includes:
 - A Northstar portal through which consortia clients can access the assessments.
 - The ability to administer Northstar assessments in a proctored environment, and to award certificates to those passing at 85% or higher.
 - A database that will include the test results of all those accessing the assessments through the consortia portal.
 - An admin portal which includes access to online proctor training and other resources.
 - Support and technical assistance.

ABE Program agrees to:

1. Pay an annual fee for the use of MARCS Online, Northstar and SkillsTutor and related technical support/training within thirty (30) days of billing date. The fee will be based on enrollment data submitted to MDE from the previous program year.

2. Create user IDs and passwords for consortium staff.
3. Limit the use of MARCS Online software to the purchasing ABE Consortium members only. The ABE Consortium member may have unlimited users within its ABE service area. Manuals and forms may be copied as necessary.
4. Ensure data integrity and security by performing the following activities:
 - Create a system for ensuring passwords are secure and changed when staff changes occur;
 - Notify MLC staff if announced updates have not been implemented in ABE Program's system;
 - Report software bugs in a timely manner and provide appropriate information for use in troubleshooting.

Additional Terms and Conditions

MLC will retain all rights to the MARCS system, including software, reports and manuals. No portion of the software or accompanying materials may be reproduced, distributed or sold without written permission from MLC.

ABE Program assumes all responsibilities for data submitted to the State of Minnesota; MLC and its assigns are not liable for any calculation errors, omissions or financial penalties that may result from the use of the software.

See Attachment A for the End-User License Agreement which is herein incorporated into this agreement.

The Consortium manager signing this agreement is responsible for distributing a copy of this agreement and the End-User License agreement to all programs within the consortium and ensuring that all comply with the terms and conditions under these agreements.

Hold Harmless:

ABE Program will indemnify and hold harmless MLC, its officers, contractors and employees from all claims, actions or suits of any character brought on account of any claimed or alleged injuries or damages received by any person or property resulting from any act of commission or omission by ABE Program. Each party will be responsible for its own acts and behaviors and the results thereof.

Neither ABE Program nor MLC will bring a legal action against the other more than two years after the cause of action.

Amendment or Changes to Agreement

Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by both parties. This includes significant modifications to the attached software license.

Cancellation:

Either party may cancel with 30 days written notice. In the event of termination, all documents and software shall be destroyed by ABE Program. There shall be no further obligation of MLC to ABE Program. A portion of the annual fee may be refunded at MLC's discretion.

Entire Agreement:

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussions, both written and oral, between the Parties with respect to the transactions contemplated hereby.

Severability

The invalidity of any one or more of the words, phrases, sentences, clauses, sections or subsections combined in this Agreement shall not affect the enforceability of the remaining portions of this Agreement or any part hereof, and, in the event that any one or more of the words, phrases, sentences, clauses, sections or subsections combined in this Agreement shall be declared invalid, this Agreement shall be construed as if such invalid word or words, phrase or phrases, sentence or sentences, clause or clauses, section or sections, of subsection or subsections had not been inserted.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective the day and year mentioned above.

ABE Program

Minnesota Literacy Council

700 Raymond Ave #180, St. Paul, MN 55114

Bill Hanson

Authorized Representative - printed name

Bill Hanson

Authorized Representative - signature

CFO

Title

william.hanson@isd709.org

Email address

Eric Nesheim

Eric Nesheim

Executive Director

Attachment A
End User License Agreement for MARCS Online
Version 15-16

PLEASE READ THIS LICENSE CAREFULLY BEFORE USING THIS SOFTWARE. BY USING THIS SOFTWARE, YOU AGREE TO BECOME BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THE LICENSE, DO NOT USE THIS SOFTWARE.

The MARCS Online Data Collection System is licensed, not sold, to you, ABE Program, by the Minnesota Literacy Council (MLC) and its successors for use only under the terms of this License. MLC and its successors reserve any rights not expressly granted to you.

1. LICENSE.

- A. Subject to the terms and conditions of this agreement, MLC grants ABE Program, and the programs within its consortium, a non-transferable, non-exclusive right and license to use the Software and Documentation, including all changes, modifications, improvements, corrections and updates thereto.
 - B. ABE program may assign unlimited users within the specific ABE service area.
 - C. MLC retains and owns all rights, title and interest including, but not limited to, copyright, patent, and all other intellectual property rights in:
 - The Software and Documentation;
 - Any and all changes, modifications, improvements, corrections, updates and derivative works of the Software and Documentation by whomever made or created them.
 - D. ABE Program is responsible for:
 - Supervising, managing and controlling ABE Program's use of the Software and Documentation;
 - Assuring proper machine configuration, audit controls, and operating methods;
 - Implementing sufficient procedures to satisfy the Minnesota Department of Education's ABE Program requirements for security and accuracy of input and output, as well as restarts and recovery in the event of a malfunction;
 - Purchasing software and maintaining adequate network capabilities that may be required to run the MARCS Online application;
 - Installing and purchasing adequate communication lines used in connection with the Software.
 - E. ABE Program understands that technically advanced persons (including "hackers" who have malicious intentions, and "power users" who have productive intentions) may defeat whatever security measures are built in to protect the integrity of tables, queries, and other Application objects, and shall not hold MLC responsible for fixing any security-breach related problems within the scope of this Agreement.
2. SOFTWARE UPDATES AND MODIFICATIONS. MLC and the Developer are committed to increasing the functionality of MARCS Online as needed by the user community. Requests for updates and modifications (including reports) should be submitted to MLC's MARCS Online Administrator. The Administrator and the Developer will then evaluate the requested change in terms of the importance of the change and its effect on overall Software functionality. Changes that pass this scrutiny may then be completed. MLC does not guarantee that all requested changes will be implemented.

3. RESTRICTIONS. The Software contains trade secrets in its human perceivable form and, to protect them, you may not REVERSE ENGINEER, DECOMPILE, DISASSEMBLE OR OTHERWISE REDUCE THE SOFTWARE TO ANY HUMAN PERCEIVABLE FORM. YOU MAY NOT MODIFY, ADAPT, TRANSLATE, RENT, LEASE, LOAN OR CREATE DERIVATIVE WORKS BASED UPON THE SOFTWARE OR ANY PART THEREOF.
4. TERMINATION. This License is effective until terminated. This License will terminate immediately without notice from MLC, its successors, or judicial resolution if you fail to comply with any provision of this License. Upon such termination your user ID and access will be terminated.

See the "Cancellation" heading on the Service Agreement for voluntary termination options.

Sections 6, 7 and 8 of this document will survive any termination.

5. PASSWORDS. To gain access to and use the Software, you may be required to create a log-in ID and password. You are responsible for activity that occurs under your log-in ID. MLC has no obligation or responsibility with regard to your use, distribution, disclosure, or management of log-in information.
6. DISCLAIMER OF WARRANTIES. EXCEPT FOR WARRANTIES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, MLC AND ITS SUCCESSORS EXPRESSLY DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE SOFTWARE AND ACCOMPANYING WRITTEN MATERIALS. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
7. LIMITATION OF REMEDIES AND DAMAGES. In no event will MLC, its parent or subsidiaries, successors, or any of the licensors, directors, officers, employees, contractors or affiliates of any of the foregoing be liable to you for any consequential, incidental, indirect or special damages whatsoever (including, without limitation, damages for loss of program income, program interruption, loss of program information), whether foreseeable or unforeseeable, arising out of the use of or inability to use the Software, or any subsequent updates, upgrades or enhancements or accompanying written materials, regardless of the basis of the claim and even if MLC, its successor, or MLC's representative or successor has been advised of the possibility of such damage.
8. GENERAL. This License will be construed under the laws of the State of Minnesota, except for that body of law dealing with conflicts of law. If any provision of the License shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provision of this License will remain in full force and effect. If the Software is supplied to the United States Government, the Software is classified as 'restricted computer software' as defined in clause 52.227.19 of the FAR. The United States Government's rights to the Software are as provided in clause 52.227.19 of the FAR.

AGREEMENT

THIS AGREEMENT, made and entered into this 21th day of May, 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth MakeSpace _____, 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 June 11, 2015, and shall remain in effect until June 11, 2015, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**

Plan and present workshop session for area art teachers on June 11, 2015 at Duluth MakerSpace as part of the Perpich Center Regional Grant project for NE MN. Provide staff development training to regional art teachers of 3D printing. This contract includes the cost of leading the session, the rental of the space and materials/supplies used for the workshop on June 11, 2015.

3. **Contract Documents.** It is understood that this Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Advertisement for Quotes, Contractor's Quote, and Quote Tabulation;
3. Contractors Insurance Policy;
4. Supplementary Conditions and Insurance Requirements; and
5. Any other documents identified by the District.

4. **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.

5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor \$200.00. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State

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

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

- a. Payment shall be made by 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.

7. **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.

8. **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.

9. **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.

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

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

11. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of ___Teri L. Akervik___, 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 _____ (Mailing address)
3001 W SUPERIOR ST., DULUTH

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

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

14. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota without regard to conflict of laws considerations.

15. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of 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.

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

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

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

19. **Insurance.** (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:

20. **Workers' Compensation Insurance:** Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.
21. **Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District 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 \$2,000,000.
22. **Bonding.** Contractor shall provide such Payment and Performance Bonds as may be required, if any.
23. **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 Hanson	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>
Teri L. Akervik	Music/Perpich Grant Coordinator

24. **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. 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.

25. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the

dispute to mediation. If mediation is not successful, then any disputes between 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 Joe Dueski

Clerk

MAKERSPACE MEMBER
Title

[Signature]
Program Director

[REDACTED]
(your Social Security number)
Taxpayer Identification Number

WC Hanson
Director of Business Service

[Signature]

6/19/15

Memorandum

To: Bill Hanson

From: Jason Barsness *JB*

Date: 6/30/2015

Re: MSDS Online Account Renewal

Attached is a customer order form for MSDSonline services. MSDSonline is a web based service that allows employees to access any material safety data sheet online. The system keeps msds's available, up to date, and on file as required by OSHA. It will also be updating the material safety data sheets (MSDS) to safety data sheets (SDS) following the new requirements this year. The district has been using MSDSonline for several years and I would like to continue using their services. The contract is their lowest rate contract and covers a three year period at a rate of \$2549.00 per year (\$7647.00 total) with coverage for all the buildings.

I recommend approval of the contract to continue using MSDSonline services. If you have any further questions, please call or email.

Customer Order Form

 MSDSonline
 350 N Orleans St, Suite #950
 Chicago, IL 60654
 Ph: 312.881.2000
 Fax: 866.590.4961
 www.msdsonline.com

Customer:	Duluth Public Schools	Contract Number:	RS-025597
Attn:	Jason Barsness	Contract Date:	4/20/2015
Address:	215 N. 1st Ave. Duluth, MN 55802	Sales Rep:	Mike Bruffey
PO Number:		Term:	3 Years
		Coverage:	15 Location(s)

Account Type: ☒ HQ Account (1) ☐ HQ RegXR Account (1) ☐ GM Account (1) ☐ Other

Standard MSDS Inclusions:
 (1) Primary Account Administrator, Unlimited MSDS Searches, Views & Additions to eBinder, 50 MSDS Requests/Year, 100 MSDS Uploads/Year

Contract Start Date: 7/16/2015
 Contract End Date: 7/15/2018 Anniversary Date: 7/16/2015

	Total Fees (US \$)	MSDS Management		Services				Additional Compliance Solutions		
		Base Subscription	Additional Admin(s)	Implementation Services	Compliance Services	Fax-Back Service	Other	Safety Tool Kit	On-Demand Training	Incident Management
			1 Admin(s)		Up To 0 MSDS	0 Events		0 Users	0 Seats	0 Admin(s)
Year 1	\$2,549.00	\$2,549.00	Included							
Year 2	\$2,549.00	\$2,549.00	Included							
Year 3	\$2,549.00	\$2,549.00	Included							
Total Price (Year 1)		\$2,549.00								

Special Instructions

MSDS MANAGEMENT: Base Subscription pricing includes an annual HQ Subscription for the Customer and its employees for the Coverage (# Locations) identified above; a Primary Account Administrator and one (1) Additional Administrator; unlimited MSDS database searches, views and additions to the eBinder; the annual allocated MSDS Requests and MSDS Uploads as referenced above in the Standard Inclusions; Implementation Services and Customer/Technical Support. All contracted out year MSDS Requests and MSDS Uploads allotments will be front-loaded in Year One. Additional MSDS Requests may be purchased in bundles of fifty (50) for \$200.00. Additional MSDS Uploads may be purchased in bundles of (100) for \$200.00. Additional Administrators may be purchased for \$100 per Administrator.

All Year One (1) fees, unless otherwise noted below, become due within 30 calendar days of the execution date of this Customer Order Form. The Base Subscription period will commence fourteen (14) calendar days after the execution date and will become the subscription "anniversary date". Subsequent yearly fees will be invoiced between 45 and 60 days before each anniversary date, with payments due prior to each anniversary date.

This Customer Order is governed by the terms and conditions of the MSDSonline Master Subscription Agreement, as posted on www.MSDSonline.com. By signing below, Customer agrees to be bound by such terms and conditions. This Customer Order must be executed within 30 days of the Order Date set forth above. If not received by MSDSonline within such period, MSDSonline may deem this Customer Order null and void.

Customer:	Duluth Public Schools	MSDSonline, Inc.
Signature:	<i>Bill Hanson</i>	
Name:	Bill Hanson	
Title:	CFO	
Date:	6/30/15	

Signature:

Email: jason.barsness@isd709.org

Title:



INVOICE



DATE:
05/22/2015

INVOICE #:
122072

Duluth Public Schools
Jason Barsness
215 N. 1st Ave.
Duluth, MN 55802
United States

**NEW REMITTANCE ADDRESS
FOR CHECK PAYMENTS:**

MSDSonline, Inc.
27185 Network Place
Chicago, IL 60673-1271

PAYMENT TERMS	DUE DATE	REFERENCE	USER ID
Due on Subscription Start	07/16/2015		4007677

PRODUCT	SUBSCRIPTION DATES	AMOUNT
MSDSonline HQ Account - Renewal	07/16/2015 - 07/15/2016	\$2,549.00
SUBTOTAL		\$2,549.00
Tax		\$0.00
TOTAL		\$2,549.00

MSDSonline, Inc. FEIN 04-3626476

Invoice is in US Dollars (USD)

Email Inquiries: billing@msdsonline.com

www.msdsonline.com

Telephone Inquiries: (312) 881-2876

New Ways to Pay Your Invoice!

- You can now update your Credit Card information online - Once logged in to your MSDSonline Account, click the "Setup" toolbar and enter your credit card information under the Account Settings section. A receipt will be forwarded to your email address when the transaction has been approved.

- Our routing number is 021000021 for Wire payments, while our routing number for ACH/EFT Deposits is 071000013; in both cases our recipient account number is 511179991. If you require written authorization please contact billing@msdsonline.com.

If you have any questions regarding your invoice or available payment methods please call 312.881.2876 - thank you!

Memorandum of Understanding
Workforce Preparation Skills Collaborative Program

Duluth Adult Basic Education and SOAR Career Solutions
ABE Program Year 2016 (May 1, 2015 – April 30, 2016)

Introduction: This MOU describes describes the partnership agreement and operating procedures between the Duluth Adult Basic Education consortium and SOAR Career Solutions in regard to offering workforce preparation skills as described in the "MN ABE Conditional Work Referral Policy, Revision date October 6, 2011." The agreement shall be in effect from May 1, 2015 – April 30, 2016, with option to renew on an annual basis.

Purpose: The purpose of this agreement is to increase the quality and readiness of entry-level workers in the Duluth area. This will be done by collaboration between, SOAR, which provides training in job seeking skills, "soft" skills and basic computer skills for work, and ABE, which provides basic skills education as well as support for "soft" skills and basic computer skills.

Administration and Coordination: Supervision of programs will be provided by both Duluth ABE and SOAR based on program location, content and reporting requirements. After initial set up, there will be ongoing communication between the partners including face-to-face meetings at least quarterly, to coordinate intake, referrals, curriculum content and delivery, reporting, and any other issues required for efficient and effective program implementation.

Work Plan for workforce preparation skills:

1. SOAR agrees to provide these services:
 - a. Develop curriculum and identify instructors for classes in the areas of job seeking skills, soft skills for work, and basic computer skills.
 - b. Set a schedule of monthly classes in the three areas of job seeking skills, soft skills for work, and basic computer skills.
 - c. Coordinate with the Duluth Work Force Center to receive written referrals for these classes and to screen and place applicants based on their needs.
 - d. Receive referrals from the Adult Learning Center for ABE participants whose learning plan calls for development of pre-employment skills.
 - e. Conduct regular intake and screening for all interested in SOAR classes.
 - f. Refer SOAR applicants or participants who have basic skills needs to ABE – either to the classroom located at SOAR or to the Duluth Adult Learning Center – for brush-up classes, GED preparation, adult diploma, or ESL, computer training or additional "soft" skills
 - g. Deliver the pre-employment curricula in the areas specified.
 - h. Offer additional, individualized job seeking/job skills to those who complete the basic curriculum on an as-needed basis.
 - i. Complete the required ABE enrollment, attendance and exit reports for those who attend classes at SOAR, including copies of WFC referral forms as required for ABE eligibility.
 - j. Coordinate all paperwork with the ABE program staff to avoid duplication and guarantee accuracy and completeness in ABE state reporting.

- k. Provide data on employment and post-secondary enrollment outcomes for participants who are co-enrolled in ABE and SOAR work preparation programs.

2. **Duluth ABE** (aka Adult Learning Center) agrees to provide these services:

- a. Develop curriculum and identify instructors for classes in basic skills, including GED preparation, ESL, computer training or additional "soft" skills, adult high school diploma completion, and brush-up skills in reading, writing, math and specific test preparation (employment, military, further education including customized training).
- b. Set a regular schedule of classes in the basic skills areas specified.
- c. Provide regular intake and screening for all interested in ABE instruction.
- d. Receive referrals from SOAR for applicants or participants who have basic skills needs in GED Preparation, Adult Diploma coursework, or Brush-up skills.
- e. Refer ABE applicants or participants to SOAR, if their learning plans call for development of pre-employment skills.
- f. Provide SOAR quarterly with a list of ABE participants for purposes of verifying dual enrollment in ABE academic skills programs and SOAR classes.
- g. Deliver the ABE curricula in the basic skills areas specified, including GED preparation, ESL, computer training or additional "soft" skills, adult high school diploma completion, and brush-up skills in reading, writing, math and specific test preparation (employment, military, further education including customized training).
- h. Provide required ABE forms, and guidance for form completion, to SOAR staff.
- i. Complete all required ABE state reports, incorporating the data provided by SOAR for those eligible participants enrolled in pre-employment skills classes.
- j. Provide SOAR data on educational outcomes for co-enrollees and those students referred to ABE by SOAR.

Fiscal Plan

- a. Duluth ABE (I.S.D. 709) will act as the Fiscal Agent for the ABE workforce preparation collaborative program.
- b. Duluth ABE will submit all required applications and reports to the Minnesota Department of Education to receive hourly revenue for eligible participants in pre-employment skills classes eligible under the Conditional Work Referral Policy.
- c. Reimbursement to SOAR for services provided will be determined by (1) reported participant contact hours in the pre-employment classes provided by SOAR; and (2) hourly rate of funding by MDE to ABE programs for the given program year. For the 2015-2016 Program Year, the anticipated hourly rate is \$4.00, and the maximum reimbursement shall be \$18,000 (4500 hours) for those in the Conditional Work Referral category. ABE participants who also attend classes at SOAR (not in the Conditional Work Referral category) may be billed in addition to this amount.
- d. Payment by Duluth ABE (I.S.D. 709) to SOAR will be made based on invoices submitted by SOAR for the number of ABE reportable student hours provided by SOAR. These invoices shall be submitted quarterly, within 60 days after the state ABE required quarterly reporting periods (ending July 31, October 31, January 31, and April 30). I.S.D. 709 shall pay SOAR within 60 days of receiving the invoice and verifying the reportable student hours.

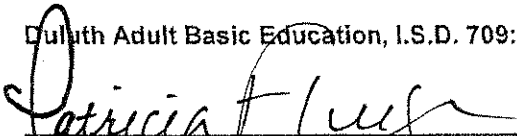
Review/Alteration/Termination of Agreement

Either party reserves the right to request a review of this agreement, by written notice of 30 days, for purposes of alteration of terms or termination of the full agreement. Examples of possible reasons for alteration or termination include but are not limited to:

- a. If either party's source of funding necessary for this collaborative program is not obtained or continued at the expected level.
- b. If either party does not execute the responsibilities listed above. A written notice will (1) detail the specific requirements or responsibilities which are not being met, (2) detail a remedial process for correcting the specific problems, and (3) include a timeline by which these problems will be corrected. Failure to meet any of these 3 conditions will cause for terminating the agreement.

Signatures. This document is approved and accepted by these partners:

Duluth Adult Basic Education, I.S.D. 709:

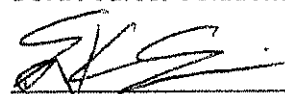

Patricia Fleege, Program Coordinator

6/24/15
Date


William Hanson, ISD 709 Business Services Director

6/29/15
Date

SOAR Career Solutions:


Emily Edison, Executive Director

6/18/2015
Date


6/29/15

AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of June, 2011, by and between Independent School District #709, a public corporation, hereinafter called District, and Barbara A. Steen, 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 June 8, 2015, and shall remain in effect until June 24, 2015 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** (insert programs or services to be performed by contractor)
Lowell Summer School Art Teacher (Class + Prep = 24 hrs.)
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 \$ 558.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Barbor, A. Steel 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 (mailing address including Zip Code).

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. 4000 12th St, Hermantown, MN 55811

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

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

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

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

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

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

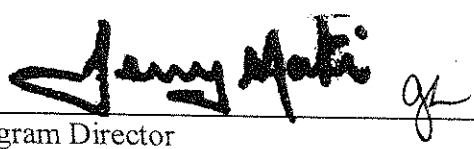
Chair




Title

Clerk

Title



Program Director



Taxpayer Identification Number



Director of Business Service

June 16, 2015

To: Bill Hanson

From: Becky Gerdes

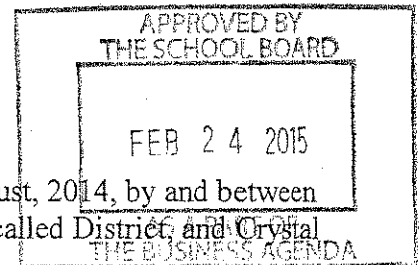
Please increase the contract attached by \$600⁰⁰. We have funds available in our Title account to cover this increase. Please send back to Karen in Title. Once this has been approved.

cc: Karen V.
Jodi Keller

OK WCHanson
6/18/15

AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of August, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Crystal Hintzman, 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 2014, and shall remain in effect until May 2015 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Contractor will provide invoices at two times. Invoices will be sent at the following intervals:
 - A) Initial Invoice: December 2014
 - B) Second Invoice: May 2015

Note: Contractor will lead the sessions noted on the attached math professional development plan and coordinate all efforts with Principal Gerdes.

3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Contractors Insurance Policy;
 2. Supplementary Conditions and Insurance Requirements; and
 3. Any other documents identified by the District.
4. **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.

5. **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 \$ 4,750. 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.

2

6. **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.

7. **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.

8. **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.

9. **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.

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

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

11. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Becky Gerdes, 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 in care of Crystal Hintzman, 1622 North 70th Street, Superior, Wisconsin 54880.

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

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

14. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota without regard to conflict of laws considerations.

15. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of 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.

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

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

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

19. **Insurance.** (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:

20. **Workers' Compensation Insurance:** Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted,

Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

21. **Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District 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 \$2,000,000.

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

23. **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 Hanson	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>
Becky Gerdes	Elementary Principal

24. **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. 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.

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




Becky Gerdes, Elementary Principal



Bill Hanson, Director of Business Service

CONTRACTOR Crystal Hintzman

Taxpayer Identification Number 



The College of
St. Scholastica

1200 Kenwood Ave.
Duluth, MN 55811-4199
(218) 723-700 ~ 1-800447-5444
Fax (218) 733-2227

June 9, 2015

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

Dear MsLedoux,

Thank you for choosing The College of St. Scholastica's Mitchell Auditorium as the site of your June 7, 2016, 7 p.m. commencement. Set up time will tentatively be 12 – 1 PM.

Your contract cost of \$700 includes:

Mitchell Auditorium use
Set up time
Mitchell staff support for event Technical Coordinator

Additional Requested services:

Piano use- no charge
Audio or video recording \$125
Copies of recording \$25 each- Quantity 2
Table set up with linens \$20 each- Quantity 1
Reserved section for graduates and administration- group bringing ribbons etc., or Mitchell can provide ropes at no charge.
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- 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, 2015 with a non-refundable deposit of \$200.

Sincerely,

Sue Maki
Director, Conference and Event Services

WC Hanson, CFO
I accept the conditions as stated above.

6/17/15
Date

E-mail address

AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of May, 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and Carolyn Olson _____, 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 15, 2014, and shall remain in effect until June 11, 2015, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**

Serve on advisory board for the Perpich Center for Arts Education-NE Minnesota Regional Grant in collaboration with ISD #709. Attend all meetings of the advisory board throughout the 2014-2015 school year. Plan and prepare workshops for area art teachers. Provide staff development training to regional art teachers. Payment also includes the preparation and planning for the workshop sessions.

3. **Contract Documents.** It is understood that this Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Advertisement for Quotes, Contractor's Quote, and Quote Tabulation;
3. Contractors Insurance Policy;
4. Supplementary Conditions and Insurance Requirements; and
5. Any other documents identified by the District.

4. **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.

5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor \$1,000.00. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.

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

- a. Payment shall be made by 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.

7. **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.

8. **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.

9. **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.

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

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

11. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Teri L. Akervik, 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 _____ (Mailing address)

Duluth, MN 55803

~~_____~~

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

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

14. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota without regard to conflict of laws considerations.

15. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of 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.

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

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

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

19. **Insurance.** (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:

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

accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

21. **Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District 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 \$2,000,000.

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

23. **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 Hanson	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>
Teri L. Akervik	Music/Perpich Grant Coordinator

24. **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. 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.

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

(your Social Security number)
Taxpayer Identification Number

Director of Business Service

Director of Curriculum & Instruction

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of June, 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and Misty Peterson, 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 06/5/2015, and shall remain in effect until 9/1/15, 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.** Michelle Goose will be on contract to develop Ojibwe Language Immersion curriculum and learning resources for Misaabekong grades K-1. Michelle will be paid \$40.00/hour.

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 \$3,200.00, Michelle will be paid \$40.00/hour and will not exceed 80 hours. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 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 Michelle Goose [REDACTED] W 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.

Michelle Coase

Contractor Signature

[REDACTED]

SSN/ Tax Identification Number

6/5/15

Date

[Signature]

Program Director

6/5/15

Date

[Signature]

Director of Curriculum and Instruction

6/12/15

Date

W. Hanson

Director of Business Service / Superintendent of Schools

6/15/15

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of May, 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and Kathy Thomsen_____, 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 June 10, 2015_____, and shall remain in effect until June 12, 2015_____, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**

Plan and present workshop sessions for area music teachers on June 11, 2015 at Denfeld High School as part of the Perpich Center Regional Grant project for NE MN. Provide staff development training to regional music teachers in Dalcroze Method and Secondary Vocal Techniques.

Mileage cost and hotel expense will also be paid.

3. **Contract Documents.** It is understood that this Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Advertisement for Quotes, Contractor's Quote, and Quote Tabulation;
3. Contractors Insurance Policy;
4. Supplementary Conditions and Insurance Requirements; and
5. Any other documents identified by the District.

4. **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.

5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor \$200.00 + mileage and hotel cost_____. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax

authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.

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

- a. Payment shall be made by 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.

7. **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.

8. **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.

9. **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.

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

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

11. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of ___Teri L. Akervik___, 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 _____ (Mailing address)

~~1800 2000 2000 2000~~
St. Paul, MN 55105

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

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

14. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota without regard to conflict of laws considerations.

15. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of 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.

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

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

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

19. **Insurance.** (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:

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

21. **Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District 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 \$2,000,000.

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

23. **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 Hanson	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>
Teri L. Akervik	Music/Perpich Grant Coordinator

24. **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. 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.

25. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the

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

Kathy Thomsen
By

Clerk

Professor, Hamline University
Title

Program Director

~~XXXXXXXXXX~~

(your Social Security number)
Taxpayer Identification Number

W. C. Hanson 4/15/15
Director of Business Service

~~XXXXXXXXXX~~ Ave.
St. Paul, MN 55105

Whitney Lang
Director of Curriculum & Instruction

AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of May, 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and Jody Anderson_____, 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 June 11, 2015, and shall remain in effect until June 11, 2015, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**

Plan and present a workshop session for area music teachers on June 11, 2015 at Denfeld High School as part of the Perpich Center Regional Grant project for NE MN. Provide staff development training to regional music teachers in the care and repair of string instruments.

3. **Contract Documents.** It is understood that this Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Advertisement for Quotes, Contractor's Quote, and Quote Tabulation;
3. Contractors Insurance Policy;
4. Supplementary Conditions and Insurance Requirements; and
5. Any other documents identified by the District.

4. **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.

5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor \$100.00. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.

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

- a. Payment shall be made by 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.

7. **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.

8. **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.

9. **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.

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

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

11. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of ___Teri L. Akervik___, 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 _____ (Mailing address)


Duluth Mail Center

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

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

14. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota without regard to conflict of laws considerations.

15. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of 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.

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

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

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

19. **Insurance.** (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:

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

21. **Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District 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 \$2,000,000.

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

23. **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 Hanson	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>
Teri L. Akervik	Music/Perpich Grant Coordinator

24. **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. 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.

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

Chair

Clerk

Program Director

Director of Business Service

CONTRACTOR

By

Title

(your Social Security number)
Taxpayer Identification Number

official name:
(Margaret Jo Anderson)
Jody Anderson

Violin Repair

[Redacted Signature]

W. Hanson *6/15/15*

Michael Ray *6/12/15*

AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of May, 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and John Achartz _____, 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 June 11, 2015, and shall remain in effect until June 11, 2015, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**

Plan and present workshop session for area music teachers on June 11, 2015 at Denfeld High School as part of the Perpich Center Regional Grant project for NE MN. Provide staff development training to regional music teachers in SmartMusic.

3. **Contract Documents.** It is understood that this Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Advertisement for Quotes, Contractor's Quote, and Quote Tabulation;
3. Contractors Insurance Policy;
4. Supplementary Conditions and Insurance Requirements; and
5. Any other documents identified by the District.

4. **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.

5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor \$100.00. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.

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

- a. Payment shall be made by 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.

7. **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.

8. **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.

9. **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.

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

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

11. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Teri L. Akervik, 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 (Mailing address)

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

~~XXXXXXXXXX~~ 55803
Duluth, MN

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

14. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota without regard to conflict of laws considerations.

15. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of 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.

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

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

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

19. **Insurance.** (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:~~

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

21. **Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death,

and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District 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 \$2,000,000.

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

23. **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 Hanson	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>
Teri L. Akervik	Music/Perpich Grant Coordinator

24. **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. 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.

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

(your Social Security number)
Taxpayer Identification Number

Director of Business Service

6/15/15

Philip R. [Signature]

AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of May, 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and Amy Giddings_____, 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 15, 2014_____, and shall remain in effect until June 11, 2015_____, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**

Serve on advisory board for the Perpich Center for Arts Education-NE Minnesota Regional Grant in collaboration with ISD #709. Attend all meetings of the advisory board throughout the 2014-2015 school year. Plan and prepare workshops for area music teachers. Provide staff development training to regional music teachers. Payment also includes the preparation and planning for the workshop sessions.

3. **Contract Documents.** It is understood that this Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Advertisement for Quotes, Contractor's Quote, and Quote Tabulation;
3. Contractors Insurance Policy;
4. Supplementary Conditions and Insurance Requirements; and
5. Any other documents identified by the District.

4. **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.

5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor \$1,000.00_____. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.

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

- a. Payment shall be made by 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.

7. **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.

8. **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.

9. **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.

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

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

11. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Teri L. Akervik, 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 _____ (Mailing address)

Duluth, MN 55804

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

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

14. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota without regard to conflict of laws considerations.

15. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of 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.

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

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

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

19. **Insurance.** (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:

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

accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

21. **Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District 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 \$2,000,000.

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

23. **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 Hanson	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>
Teri L. Akervik	Music/Perpich Grant Coordinator

24. **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. 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.

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

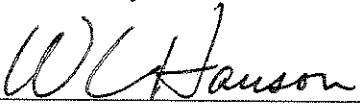
Clerk

Title

Program Director


(your Social Security number)
Taxpayer Identification Number

Director of Business Service


6/15/15

AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of June, 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and NAACP-Duluth Branch, 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 June 8th, 2015, and shall remain in effect until June 30th, 2015, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** The Contractor will plan and implement all activities for the scheduled Duluth Juneteenth Event the event, including all staffing, supplies, and food. This event will create opportunities for interracial communication building, learning, and celebration of diversity between District staff, students and community members.
3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to provide payment/s, upon receipt of documentation for costs associated with the Duluth Juneteenth Event, not to exceed \$2,500.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by the District in an amount up to \$2,500.00 upon approval of contract by district and contractor and receipt of documentation of payments for services (including %15 administration fee) for events of June 20, 2015. Receipts, invoices, etc. as requests for payment must be received by OEE by June 24th, 2015.
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.
8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement. Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.
9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement. In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.
10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 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: NAACP, Attn: Claudie Washington, PO Box 494, Duluth, MN 55801.
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.

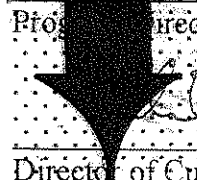
AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Claudia Washp for NAACP 
SSN/ Tax Identification Number

6/5/15
Date


Project Director

6/8/15
Date


Director of Curriculum and Instruction

4/12/15
Date

WCHanson
Director of Business Service / Superintendent of Schools

4/15/15
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of June, 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and Duane Byrd, 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 June 5th, 2015, and shall remain in effect until June 30, 2015, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Duane Byrd shall develop and implement a "Reading & Basketball" Summer program for up to 40 students daily at Myers-Wilkins Elementary School. The program shall begin on June 8, 2015 and end on June 24, 2015. The program will be offered on Mondays, Tuesdays, and Wednesdays from 12-3:30pm in collaboration with other summer programming offered at Myers-Wilkins Elementary.

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 \$3,000.00. 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. Payments of \$1,500.00 shall be made by the District on June 19th and 26th, 2015 upon 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

July 3rd

(must be done via payroll)

WCH

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 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 Duane Byrd 711 [REDACTED] Ste 1, 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.

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.

Duane E. Byrd
Contractor Signature

[REDACTED]
SSN/ Tax Identification Number

5-29-2015
Date

Will Amest
Program Director

5/28/15
Date

Phil [Signature]
Director of Curriculum and Instruction

6/4/15
Date

W. C. Hanson
Director of Business Service / Superintendent of Schools

6/5/15
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of June, 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and Catherine Meier, 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 June 5th, 2015, and shall remain in effect until August 30, 2015, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Catherine Meier shall create, film, edit, and produce a promotional and educational video on the Misaabekong Ojibwe Immersion Program at Lowell Elementary School. The video will be available to be posted on the District and Lowell websites.
3. **Background Check .** (Applies to contractors working independent with students)

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at a rate of \$40.00/hour up to a sum not to exceed \$2,000.00. 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. Payments shall be made by the District as hours of work are completed and upon submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety

of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 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 Catherine Meier, [REDACTED] Ave., Duluth, MN 55803.

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

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

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

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

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

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



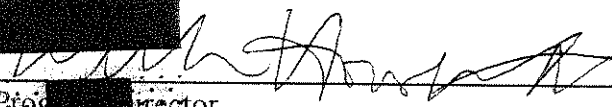
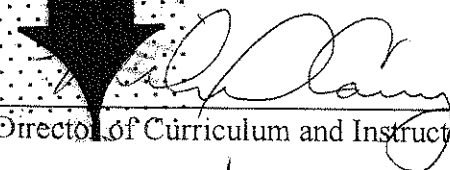

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

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

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

 _____ nature	 _____ SSN/ Tax Identification Number	<u>6-2-15</u> Date
 _____ Program Director		<u>6/2/15</u> Date
 _____ Director of Curriculum and Instruction		<u>6/4/15</u> Date
 _____ Director of Business Service / Superintendent of Schools		<u>6/8/15</u> Date



2101 14th Street • Cloquet, Minnesota 55720
218-879-0800 • 1-800-657-3712 • TTY 218-879-0805
Fax 218-879-0814 • www.fdlccc.edu

A member of the Minnesota State Colleges and Universities System

5-12-15

Dear College in the Schools Coordinator,

I hope your school year is going well. I am sending out this letter to confirm fees and the college classes you will be offering for the 2015-2016 school year.

The fee for next year will be \$1500.00 per course, per semester. Enclosed is a list of the courses you offered during the 2014-2015 school year. Please indicate the courses and instructors you plan to offer and use for the 2015-2016 school year. Please note, FDLTCC's Vice-President of Academics must approve any new instructors prior to instructing in the program. Please return the form in the enclosed self-addressed envelope. Please return by May 30th 2015.

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

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Damien Paulson". The signature is fluid and cursive, with a large initial "D" and a stylized "P".

Damien Paulson
Coordinator, College in the Schools and Placement Tests
Fond du Lac Tribal and Community College
2101 14th Street
Cloquet, MN 55720
218-879-0795

COLLEGE in the HIGH SCHOOL
OPERATING GUIDELINES
2015-2016 Academic Year

Fond du Lac Tribal & Community College (FDLTCC) and ISD 709 enter into the following agreement to offer college classes in the secondary school in the College in the High School Program - A partnership with secondary schools.

1. The college courses shall be those that are regularly developed and taught at the campus of the sponsoring college, and which would be accepted as part of the general education requirement for the associate degree.
2. Teachers of college courses in high schools should have (1) a master's degree in the field to be taught; or (2) masters degree and 16 graduate credits which would apply to the field to be taught; and (3) has had at least 5 years of successful teaching in the subject area to be taught; and (4) must provide the college with a resume, transcripts, and teaching certificates.
3. Textbooks and other instructional material, which are specified in the course outline, shall be ordered through the college bookstore unless the college authorizes an exception. The college mentor for the course will work with the instructor on textbook selection.
4. The course content and course outline are to be followed. The high school instructor will be assisted and supported by a mentor designated by the college. The high school should make every effort to provide the high school instructor with as much extra preparation time as possible.
 - A. Course plans shall be developed which address:
 - The length and number of class meetings and how they will be used to cover the subject matter of the course.
 - Class lists and procedures for adding or dropping courses. (A student may drop a course within the 25 days of the college schedule.) High school teachers must report all class withdrawals to the college two weeks before final grades are submitted to the college.
 - Library resources and college writing expectations.
 - Required materials and tests.
 - Attendance policy and how it applies to grading.
 - B. For courses that are taught for the first time by a high school instructor where either (1) the course or (2) the high school instructor is receiving supervision for the first time by the cooperating college instructor, meetings shall take place as follows:
 - At least one meeting between the cooperating college instructor and the high school instructor prior to the start of the course.
 - At least three in-person observations per class section by the cooperating college instructor. Written reports of these observations shall be made to the program director, who will report to the Dean of Instruction, and to the high school principal.
 - At least one follow-up meeting between the cooperating college instructor and the high school instructor. Any recommendations are to be given to the program director who will consult with the Dean as necessary.

COLLEGE in the HIGH SCHOOL
OPERATING GUIDELINES
2015-2016 Academic Year

C. For repeat courses or courses that continue as part of a sequence which involve both (1) the same high school instructor; and (2) the same cooperating college instructor, at least two meetings shall be arranged between the two instructors.

5. Class enrollment is restricted to students registered through Post-Secondary Enrollment Options, Concurrent Enrollment or Board Policy 111.01.03.

6. The high school will establish college approved selection criteria for admissions to the college courses with a priority given to those students who demonstrate the ability to benefit from college level course work. These criteria and standards for admissions shall be distributed to high school students by the high school.

The Minnesota State Colleges and Universities (MNSCU) Board Policy stated the following requirements shall apply (1) to high school students participating in the Post-Secondary Enrollment Options program in a community college; and (2) to community college courses taught by high school teachers, to high school students, through a cooperative arrangement between a community college, and a high school.

PSEO participation shall be available to juniors and seniors enrolled through a Minnesota high school, home school, or alternative-learning center who present evidence of the ability to perform college-level work. Such evidence includes the following:

A. for juniors, class rank in the upper one-third of their class or have a score at or above the 70th percentile on a nationally standardized, norm-referenced test, or have at least a 3.0 GPA

B. for seniors, class rank in the upper one-half of their class or have a score at or above the 50th percentile on a nationally standardized, norm-referenced test or have at least a 2.5 GPA

C. A high school that wishes to have a college or university offer a PSEO concurrent enrollment course to its students, but cannot generate sufficient enrollment to offer that course only to 11th and 12th grade students who meet the PSEO eligibility requirements of Part 2, Subpart A may: request approval for an exception from the president of the college or university to allow 9th or 10th grade students who rank in the upper one-tenth of their class or attain a score at or above the 90th percentile on a nationally standardized, norm-referenced test, or have a favorable recommendation from a designated high school official to enroll in that course.

D. The accuplacer shall be administered by the college staff to high school students seeking to enroll in CITS classes. If the scores for any high school student indicate a lack of preparation for college level work, enrollment should not be approved.

FOND DU LAC TRIBAL AND COMMUNITY COLLEGE
COLLEGE IN THE SCHOOLS COURSES
2015/2016

Duluth Denfeld High School (ISD #709)

<u>Course</u>	<u>Semester</u>	<u>Semester Credits</u>	<u>Instructor</u>
Political Science:			
POLS 1010- American Government	1	3	Ethan Fisher
POLS 1010- American Government	2	3	Ethan Fisher
Psychology:			
PSYC 2001- General Psychology	2	4	
Science:			
PHYS 1001- Introduction to Physics	AY	4	Kevin Michalicek
CHEM 1010- General Chemistry I	AY	5	Robert Fox
5 Classes X \$1,500= \$7,500			

FOND DU LAC TRIBAL AND COMMUNITY COLLEGE
COLLEGE IN THE SCHOOLS COURSES
2015/2016

Duluth East High School (ISD #709)

<u>Course</u>	<u>Semester</u>	<u>Semester Credits</u>	<u>Instructor</u>
Law Enforcement:			
Lawe 1001- Introduction to Crim. Just.	1	3	Richard Updergove
Lawe 1001- Introduction to Crim. Just.	2	3	Richard Updergove
Political Science:			
POLS 1010- American Government	1	3	Gayle Franckowiak
POLS 1010- American Government	2	3	Gayle Franckowiak
Psychology:			
PSYC 2001- General Psychology	1	4	Jacalyn Ring
PSYC 2001- General Psychology	2	4	Jacalyn Ring
Science:			
CHEM 1010- General Chemistry	AY	5	Cindy Grindy
PHYS 1001- Introduction to Physics	AY	4	Ted Ford
7 Classes X \$1,500= \$10,500			



**Letter of Agency
Regarding E-Rate Consulting Services
From July 1, 2015 through June 30, 2016**

The following statements define the level of support provided to **ISD #709 Duluth Public Schools** (hereafter 'the District') by **Arrowhead Regional Computing Consortium** (hereafter 'ARCC') as it relates to filing for E-Rate discounts through the Federal Universal Service Administrative Company/Schools and Library Division (hereafter 'USAC/SLD').

This Letter of Agency covers the discount application process and forms processing services to be provided within the period from **July 1, 2015** through **June 30, 2016**.

ARCC will provide the following E-Rate Support:

- **Information Sharing**
 - Will distribute E-Rate updates through a group e-mail list and quarterly newsletter as received and deemed appropriate.
 - Information will be collected from the USAC/SLD web site and the USAC/SLD weekly News Brief.
 - Additional information will be gathered from the State E-Rate Coordinator/E-Rate Central web site and E-Rate Central's weekly news posting.
- **Technology Plan**
 - Will work with the Minnesota Department of Education (MDE) on distributing technology plan guidelines.
 - Will work with MDE to distribute training on technology planning to the District.
 - Will assist the District in meeting MDE-defined deadlines for submission.
- **Form 470 (Checklist for services a district is interested in receiving)**
 - Will provide the District with the draft and final copies of the eligible services listing when it is posted by USAC/SLD.
 - Will notify the District of timelines for submission of Form 470.
 - Will set up appointment with the District to assist in completing Form 470. Assistance can take the form of telephone guidance, on-site at ARCC guidance and, if necessary, in-district guidance.
 - Will provide data entry service on the form.
 - Will track progress of form and notify the District if meeting the deadline for submission or certification of form is in jeopardy.
 - The District will authorize and sign the Form 470 and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Form 471 (Actual request for discount)**
 - Will notify the District when "window" is open for submission of form 471 as announced by USAC/SLD.
 - Will set up appointment with the District to assist in completing form 471. Assistance can take the form of telephone guidance, on-site at ARCC office guidance and, if necessary, in-district guidance.
 - Will provide data entry service on the form.
 - Will work with the District on creation and electronic submission of the Item 21 attachments.
 - Will track progress of form and notify the District if meeting "window" for submission or certification of form is in jeopardy.
 - The District will authorize and sign the Form 471 and is ultimately responsible for meeting the filing deadline and for content of the form.

- **Program Integrity Assurance (PIA) (USAC/SLD review and analysis of request)**
 - At request of the District, will assist in answering PIA questions.
 - ARCC is not able to track and does not receive a copy of PIA requests. The ultimate responsibility for responding and meeting the 14 day response deadline rests with the District.
- **Funding Commitment Decision Letter (Official award of E-Rate funding)**
 - Will check USAC/SLD web site on weekly basis once funding waves have started and will notify the District when their funding has been awarded and what the next step is in the process.
- **Form 486 (Notifies USAC/SLD that services have begun)**
 - Will notify the District when funding is received that they have 120 days to complete this form.
 - Will track Form 486 progress and notify the District if meeting deadline for submission or certification of form is in jeopardy.
 - The District will authorize and sign the Form 486 and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Form 472, Billed Entity Applicant Reimbursement (BEAR) (Requests discounts by check)**
 - Will work with the District to help meet BEAR deadlines.
 - + If the District requests assistance, will complete BEAR forms and send to District for signature and submission; billable on a \$100 per hour fee basis.
 - After end of E-Rate service year, will do periodic data downloads to ensure that the District has filed for appropriate discounts and that this step of the process was not overlooked.
 - The District will authorize and sign the Form 472 and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Other**
 - Will work with the District to assist in developing bid scoring rubrics and review annually to verify that they meet USAC/SLD requirements.
 - Will work with the District to provide forms and other tools to assist in E-Rate program as they are developed.
 - Will work as an intermediary between the District and the USAC/SLD help desk on questions regarding program rules and procedures.
 - + Will assist the District if they are selected for an USAC/SLD site visit or audit; billable on a \$100 per hour fee basis.
 - + Will work with the District if an appeal is deemed necessary and possible; billable on a \$100 per hour fee basis.

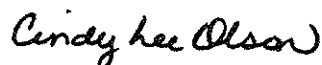
The District certifies that they are a school under the statutory definition of elementary and secondary schools found in the No Child Left Behind Act of 2001, 10 U.S.C. §7801 (18) and (38), that they do not operate as a for profit business and do not have endowments exceeding \$50 million dollars.

I understand that the District will be billed an annual fee for basic E-Rate consulting services received from ARCC of \$250.00 plus \$.20 per pupil unit, based on the prior year's fall enrollment. SLD site audits, appeals and BEAR completion services provided by ARCC, as identified above with a '+', are considered above basic services for which an additional fee of \$100 per service hour will be billed.

I certify that I am authorized to sign this Letter of Agency. I further certify that to the best of my knowledge, information, and belief, all information provided to ARCC for e-rate submission is true.



ISD709 - Duluth Public Schools
215 N First Ave E
Duluth, MN 55802
06/01/2015



Arrowhead Regional Computing Consortium
5 West First Street #300
Duluth, MN 55802
06/01/2015

DECC

DULUTH ENTERTAINMENT CONVENTION CENTER

RENTAL AGREEMENT

THE ENTIRE DECC COMPLEX IS A NON-SMOKING FACILITY

In consideration of the fees and covenants herein expressed by the DULUTH ENTERTAINMENT CONVENTION CENTER AUTHORITY, an Authority created by charter by the State of Minnesota, herein referred to as the "DECC" does hereby give permission to the following:

Organization/Company Name: **East High School**
(hereinafter referred to as the "Permittee")

Address: **301 North 40th Avenue East, Duluth, MN, 55804**

Telephone: **218-336-8845**

Contact Name: **Laurie Knapp**

For the Sole Purpose of: **East High School Graduation 2015**

To use the following specified facilities of the Duluth Entertainment Convention Center on the following day(s):

June 3, 2015 (Wednesday)

Symphony Hall

1. The rent to be paid by the Permittee is in the amount and on the basis and terms as follows:

\$2,590.00 (Two Thousand Five Hundred Ninety Dollars and no cents)

Plus the following:

Equipment List and Audio-Visual - (Effective 1/2015) or current rates

Catering and/or Exhibit Arrangements by Separate Agreement

2. ~~A \$1,000.00 non-refundable deposit is required seven (7) business days after receiving this contract.~~ Remaining balance will be billed and due upon receipt.
3. All food and beverage must be purchased through the Duluth Entertainment Convention Center. A pre-determined menu is required for all meal functions. The DECC requires that menu selections be made at least four (4) weeks prior to the event.
4. Because the DECC prepares for the number of meals guaranteed, a guaranteed number of meals is required 5 business days in advance. This number is not subject to reduction within this 5 business day period. Permittee will be charged for the number guaranteed, unless additional meals are served. If no guarantee is received, Permittee will be charged for the number on the catering confirmation.
5. Permittee agrees not to use any decorative materials prohibited by city ordinance including, but not limited to, crepe paper (flameproof or not), cellophane (shredded or not), confetti, cornstalks, and helium balloons. Display items may not be affixed to any wall, floor or ceiling with nails, staples, tape or any other substance.
6. Permittee agrees not to stage any act or performance in which fire or flame is involved without first seeking written permission from the Fire Prevention Bureau of the City of Duluth.

7. The DECC will use its best efforts to accommodate the Permittee with specified rooms, however, should the circumstances warrant, the DECC reserves the right to move the event from one room to another. Advance notification will be made should this situation arise.
8. The DECC is a **smoke free building**. We request that only *designated* outside areas be used.
9. Permittee shall indemnify and hold the DECC harmless of and free from any and all loss, damage, or injury to any person or persons, whomsoever, or property arising from the use of described facilities.
10. Insurance is required for any group over 500 people or when the event is open to the public. Permittee agrees to obtain, at its own cost and expense, public liability insurance in the sum of not less than \$500,000.00 for each person injured or killed, and not less than \$1,000,000.00 for the injury or death of two or more persons in any one occurrence, and property damage in the sum of not less than \$100,000.00 for each occurrence. All policies of insurance **shall name the City of Duluth and The Duluth Entertainment Convention Center Authority as additional insured** and shall contain a provision that such policy shall not be canceled without thirty (30) days written notice to the Duluth Entertainment Convention Center Authority. Permittee shall, at the time of the execution of this agreement, furnish the DECC with a copy of said policy or policies, or a certificate or certificates that such insurance has been issued.
11. The DECC is the official exhibit decorator for the Duluth Entertainment Convention Center. The DECC agrees to receive display materials one week prior to the opening of any show. The DECC will utilize reasonable efforts to secure and safeguard said display items while in storage. However, the Permittee shall be fully responsible for such materials while in storage.
12. This contract shall be binding by the DECC and the Permittee, its successors or assignees. The Permittee and the DECC agree that the DECC will not be liable for non-performance of this contract when non-performance is attributable to events beyond reasonable control of the DECC such as acts of God, national emergencies, and inoperable building conditions.
13. Permittee shall not assign or transfer this agreement, or sublet any portion thereof, without the written consent of the DECC. The Permittee herein is an independent contractor and not the agent or employee of the DECC.
14. The DECC reserves the right to refuse the sale or distribution of any or all novelty items or merchandise which the DECC deems offensive or objectionable.
15. The DECC will provide standard room-set per room used, public address system, heat, light, ventilation, air conditioning, building maintenance, janitorial services and building attendant.
16. The City represents, to the best of its knowledge, that the Duluth Entertainment Convention Center meets applicable requirements of the Americans with Disabilities Act (ADA) of 1990 and will hold harmless the Permittee from any claims of violations or non-compliance with the ADA that are beyond the control of the Permittee.
17. The DECC is the official decorator for the installation of exhibit booths, decorations, etc. The DECC and Permittee shall enter separate contract for decorator and convention services. You are welcome to bring in free of charge, any custom booths and custom items from your decorator. However, if they are standard items that we could supply Permittee agrees to pay 50% upcharge on services of any outside decorating firm on what our current year prices would have been. Permittee shall be responsible to Executive Director for any damage to building through erection of such booths or decorations. The DECC agrees to receive display material and equipment one week prior to the opening of any show, however, the Permittee shall hold full responsibility for such material while in storage. The DECC, its employees, or its assigns shall install all electrical outlets and cables to the booth area at the specified rates as established in Electrical Order Form. Permittee agrees to compensate the DECC for any loss of equipment or damage to any wiring, from any cause, to furnish the Permittee the use of the facilities herein described. Permittee further agrees to reimburse the DECC for any loss of equipment or damage to any wiring, from any cause, during the running of the show excepting that of natural wear of the electrical equipment. The DECC shall furnish the Permittee an inventory of such equipment at time of installation.

IN WITNESS WHEREOF, the DECC has caused these presents to be signed by its Executive Director or Authorized Representative, and the Permittee has executed the same the day and date first written.

Dated this 19th day of May, 2015

DULUTH ENTERTAINMENT CONVENTION CENTER

By: _____

Executive Director
Duluth Entertainment Convention Center
(DECC)

WCHanson

Permittee Signature

CFO

Permittee Title

4/1/15

Date

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **May 29, 2015** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Congdon Creek Preschool** (hereafter referred to as the AGENCY) witnesses that: WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in **[REDACTED]** Individual Education Plan (IEP).

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

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:
Preschool programming for **8 hours** a day **2 days** per week
2. The AGENCY shall perform these services at: **2310 E. 4th Street.**
3. The approximate date the service will begin is **July 7, 2015**, and
shall not extend beyond **August 6, 2015**; the contract not to exceed a total of **3 weeks** of service and a total cost up to **\$180.00**
4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: Upon receipt of monthly/quarterly billing statement
5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15th of each month for the preceding month.

Page 2 - Contract for Purchase of Special Education Services

6. Either party may terminate this agreement as follows: Thirty (30) days written notice
or upon mutual agreement.

7. Both parties agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

SIGNED:

Name of Agency

By _____ Authorized Agent

Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

WCHanson,
C.F.O. Executive Director of Business Services

Date 4/1/15

Special Services Department

215 N. 1st Ave. East

Duluth, MN 55802

By Laura Fredrickson


Director

Date May 29, 2015

Memorandum

To: Bill Hanson

From: Kerry M. Leider



Date: June 15, 2015

Re: Construction Materials Testing Services at Ordean East Middle School and Lakewood Elementary School

Attached find two (2) copies of the Agreement between Independent School District #709 and Braun Intertec Corporation to provide construction materials testing and special inspection services at Ordean East Middle School for the construction of a batting cage, fencing, stairs and sidewalks and Lakewood Elementary School for the installation of culverts to the access road and subsequent paving. The total estimated cost of this service is \$6,476.00.

I am recommending approval of the contract with Braun Intertec Corporation to provide testing and inspection services based on their lowest cost proposal of \$6,476.00. If you concur, please sign both copies of the proposal and return them to the Facilities Management office for processing.

Attachments

June 10, 2015

Proposal QTB022036

Mr. Kerry Leider
Independent School District #709
215 North First Avenue East
Duluth, MN 55802

Re: Proposal for Testing Services
Ordean Improvements and Lakewood Road
2900 East 4th Street / 5207 North Tischer Road
Duluth, Minnesota

Dear Mr. Leider:

Braun Intertec Corporation is pleased to submit this proposal to provide special inspections and testing services for the Ordean East Middle School Site Improvements & Lakewood Elementary Access Road Paving in Duluth, Minnesota.

Our Understanding of Project

We understand this project will include the construction of a batting cage at Ordean with associated fencing, stairs and sidewalks. The project will also include the installation of culverts to the Lakewood Elementary access road and subsequent paving.

Available Information

This proposal was prepared using the project plans and specifications prepared by Northland Consulting Engineer L.L.P., dated April 23, 2015.

Overview of Procedures and Staff Qualifications

Efficient Staff Use

Cross-utilization of personnel on a project is an excellent means to provide efficiencies and to economize inspection and testing costs. As a result, most of our special inspectors hold certifications in several areas, as well as being certified to use a nuclear gauge for soil density testing, and are generally ACI Concrete Field Testing Technician – Grade I certified. The ACI Grade I certification, or equivalent, is also requirement of the American Society of Testing and Materials (ASTM) to cast concrete test cylinders.

Construction Materials Testing

We will commit that each concrete technician assigned to this project will be ACI Concrete Field Testing Technician – Grade I certified to conduct the required concrete testing, and that each soil technician will be certified to use a nuclear gauge for soil density testing, so that the test results can be determined on site and evaluated once the required laboratory testing is completed.

AA/KOE

Scope of Services

Our inspectors, under the direction of a licensed professional engineer, either on a full-time or periodic basis depending on the construction schedule and when requested by the general contractor. The inspectors or qualified technicians will perform the specified construction materials testing services on a full-time or on-call basis as scheduled by the general contractor. After reviewing the available information, to determine compliance with the project plans and/or specifications, other design or construction documents and applicable ASTM and other industry standards, we interpret our scope of services for this project will be limited to the tasks defined below.

Soil Related Services

- Perform laboratory mechanical analyses of prospective fill and backfill materials.
- Perform laboratory Proctor tests to determine the maximum standard Proctor dry densities and optimum moisture contents of prospective backfill and fill materials.
- Observe the placement and compaction of backfill and fill.
- Test compacted backfill and fill placed below building footprints and oversizing areas, below slabs and/or pavements, behind retaining walls, in utility trenches, and in areas for which compaction specifications have been provided, to determine if the relative compaction was achieved.

Concrete Related Services

- Observe the concrete placement and test sample preparation.
- Sample and test the plastic concrete for slump, air content, temperature, and unit weight.
- Prepare test cylinders for laboratory compressive strength testing.
- Perform laboratory compressive strength testing of the concrete samples.

Pavement Related Services

- Provide test-roll observations of the pavement subgrade soils and/or aggregate base layer to determine if the materials tested are capable of supporting bituminous or concrete pavement.
- Perform laboratory mechanical analyses of aggregate base material samples.
- Perform laboratory Proctor tests to determine the maximum standard Proctor dry density and optimum moisture content of the aggregate base material.
- Test compacted aggregate base material to determine if the relative compaction was achieved.

- Perform extraction and extracted aggregate gradation tests on bituminous samples.
- Perform Gyratory density tests on bulk samples of bituminous mixes for mix design evaluation.
- Perform Rice specific gravity tests on bulk samples of bituminous to help evaluate relative compaction.

Engineering Consulting and Project Communication and Reporting Services

- Provide engineering consulting services and service management including scheduling of our field personnel, review of field reports, and communication with the contractor, owner, building official and design team.

Cost

We will furnish the services described in this proposal for an estimated fee of \$6,476. A tabulation showing hourly and/or unit rates associated with our proposed scope of services is attached. To the extent possible, units and hours were reviewed with representatives of the contractor to determine if timeframes are consistent with their expectations for completing the various activities. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal work hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the normal hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the normal hourly rate for the service provided.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. Invoices for our services will be based on the actual number of hours spent on the project and the units tested.

Our work will extend over multiple invoicing periods. As such, for work that is performed during the course of each invoicing period, we will submit partial progress invoices.

Additional Services

It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed herein, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components. We appreciate the opportunity to present this proposal to you. ***Please sign and return a copy to us in its entirety.***

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days, and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please call Joe Butler or David Morrison at 218.624.4967.

Sincerely,

BRAUN INTERTEC CORPORATION



David E. Morrison, EIT
Staff Engineer



Joseph C. Butler, PE
Associate Principal / Senior Engineer

Attachments:
Estimated Cost Tabulation
General Conditions CMT (9-1-13)

The proposal is accepted, and you are authorized to proceed.

ISD #709

Authorizer's Firm



Authorizer's Signature

Bill Hanson

Authorizer's Name (please print or type)

CFO

Authorizer's Title

6/16/15

Date

Project Proposal

QTB022036

Ordean Improvements and Lakewood Road

Client:

Independent School District #709
Kerry Leider
215 North First Avenue East
Duluth, MN 55802
218-723-4139

Work Site Address:

2900 East 4th Street
Duluth, MN 55812

Service Description:

Construction Materials Testing

Project Manager: David Morrison

	Description	Quantity	Units	Unit Price	Extension
Phase 1	Construction and Materials Testing				
Activity 1.1	Soil Observations and Testing				\$2,535.00
207	Compaction Testing - Nuclear	13.50	Hour	72.00	\$972.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Utilities	3.00	Trips	1.50	4.50
	Select Granular Borrow	1.00	Trips	1.50	1.50
	Aggregate Base (Batting Cage, Lakewood, Sidewalks)	3.00	Trips	1.50	4.50
	Subgrade Preparation (Sidewalks, Batting Cage)	2.00	Trips	1.50	3.00
1318	Standard Proctor Test (ASTM D 698)	4.00	Each	175.00	\$700.00
1162	Sieve analysis with 200 wash (ASTM C 136 and C 117), per sam	3.00	Each	125.00	\$375.00
1308	Nuclear moisture-density meter charge, per hour	13.50	Each	16.00	\$216.00
1861	CMT Trip Charge	10.00	Each	20.00	\$200.00
209	Sample pick-up	1.00	Hour	72.00	\$72.00
Activity 1.2	Concrete Testing				\$1,788.00
261	Concrete Testing	9.00	Hour	72.00	\$648.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Batting Cage Curb	1.00	Trips	1.50	1.50
	Slabs	1.00	Trips	1.50	1.50
	Stairs	1.00	Trips	1.50	1.50
	Sidewalks	2.00	Trips	1.50	3.00
	Curb & Gutter	1.00	Trips	1.50	1.50
1369	Compressive strength of 4 x 8" concrete cylinders (ASTM C 39)	18.00	Each	26.00	\$468.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Batting Cage Curb	1.00	Set	3.00	3.00
	Slabs	1.00	Set	3.00	3.00
	Stairs	1.00	Set	3.00	3.00
	Sidewalks	2.00	Set	3.00	6.00
	Curb & Gutter	1.00	Set	3.00	3.00
278	Concrete Cylinder Pick up	6.00	Hour	72.00	\$432.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Cylinder Pickup	6.00	Trips	1.00	6.00
1861	CMT Trip Charge	12.00	Each	20.00	\$240.00
Activity 1.3	Pavement Observations & Testing				\$1,502.00
211	Proofroll Observations	2.00	Hour	82.00	\$164.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Lakewood	1.00	Trips	2.00	2.00
1530	Asphalt Content (ASTM D 2172/6307), per sample	2.00	Each	145.00	\$290.00
1532	Extracted aggregate gradation (ASTM D 5444), per sample	2.00	Each	100.00	\$200.00
1528	Rice specific gravity (ASTM D 2041), per sample	2.00	Each	75.00	\$150.00

1568	Gyratory gravity (AASHTO T312), per sample	2.00	Each	175.00	\$350.00
209	Sample pick-up	4.00	Hour	72.00	\$288.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	<i>Non-Wearing</i>	1.00	Trip	2.00	2.00
	<i>Wearing</i>	1.00	Trip	2.00	2.00
1861	CMT Trip Charge	3.00	Each	20.00	\$60.00
Activity 1.4	Project Management & Oversight				\$651.00
238	Project Assistant	3.00	Hour	72.00	\$216.00
226	Project Manager	3.00	Hour	145.00	\$435.00
Phase 1 Total:					\$6,476.00

Proposal Total:	\$6,476.00
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Memorandum

To: Bill Hanson

From: Kerry M. Leider



Date: June 15, 2015

Re: Construction Materials Testing Services at Lester Park Elementary School

Attached find two (2) copies of the Agreement between Independent School District #709 and Braun Intertec Corporation to provide construction materials testing and special inspection services at Lester Park Elementary School related to the construction of the basketball courts, bike racks and sidewalk replacement. The total estimated cost of this service is \$3,648.00.

I am recommending approval of the contract with Braun Intertec Corporation to provide testing and inspection services based on their lowest cost proposal of \$3,648.00. If you concur, please sign both copies of the proposal and return them to the Facilities Management office for processing.

Attachments

June 10, 2015

Proposal QTB022039

Mr. Kerry Leider
Independent School District #709
215 North First Avenue East
Duluth, MN 55802

Re: Proposal for Testing Services
Lester Park Elementary School Site Improvements
5300 Glenwood Street
Duluth, Minnesota

Dear Mr. Leider:

Braun Intertec Corporation is pleased to submit this proposal to provide special inspections and testing services for the Lester Park Elementary School Site Improvements in Duluth, Minnesota.

Our Understanding of Project

We understand this project will include the construction of basket ball courts, bike racks and sidewalk replacements.

Available Information

This proposal was prepared using the project plans and specifications prepared by Northland Consulting Engineer L.L.P., dated April 23, 2015.

Overview of Procedures and Staff Qualifications

Efficient Staff Use

Cross-utilization of personnel on a project is an excellent means to provide efficiencies and to economize inspection and testing costs. As a result, most of our special inspectors hold certifications in several areas, as well as being certified to use a nuclear gauge for soil density testing, and are generally ACI Concrete Field Testing Technician – Grade I certified. The ACI Grade I certification, or equivalent, is also requirement of the American Society of Testing and Materials (ASTM) to cast concrete test cylinders.

Construction Materials Testing

We will commit that each concrete technician assigned to this project will be ACI Concrete Field Testing Technician – Grade I certified to conduct the required concrete testing, and that each soil technician will be certified to use a nuclear gauge for soil density testing, so that the test results can be determined on site and evaluated once the required laboratory testing is completed.

Scope of Services

Our inspectors, under the direction of a licensed professional engineer, either on a full-time or periodic basis depending on the construction schedule and when requested by the general contractor. The inspectors or qualified technicians will perform the specified construction materials testing services on a full-time or on-call basis as scheduled by the general contractor. After reviewing the available information, to determine compliance with the project plans and/or specifications, other design or construction documents and applicable ASTM and other industry standards, we interpret our scope of services for this project will be limited to the tasks defined below.

Soil Related Services

- Perform laboratory mechanical analyses of prospective fill and backfill materials.
- Perform laboratory Proctor tests to determine the maximum standard Proctor dry densities and optimum moisture contents of prospective backfill and fill materials.
- Observe the placement and compaction of backfill and fill.
- Test compacted backfill and fill placed below building footprints and oversizing areas, below slabs and/or pavements, behind retaining walls, in utility trenches, and in areas for which compaction specifications have been provided, to determine if the relative compaction was achieved.

Concrete Related Services

- Observe the concrete placement and test sample preparation.
- Sample and test the plastic concrete for slump, air content, temperature, and unit weight.
- Prepare test cylinders for laboratory compressive strength testing.
- Perform laboratory compressive strength testing of the concrete samples.

Pavement Related Services

- Provide test-roll observations of the pavement subgrade soils and/or aggregate base layer to determine if the materials tested are capable of supporting bituminous or concrete pavement.
- Perform laboratory mechanical analyses of aggregate base material samples.
- Perform laboratory Proctor tests to determine the maximum standard Proctor dry density and optimum moisture content of the aggregate base material.
- Test compacted aggregate base material to determine if the relative compaction was achieved.

- Perform extraction and extracted aggregate gradation tests on bituminous samples.
- Perform Gyratory density tests on bulk samples of bituminous mixes for mix design evaluation.
- Perform Rice specific gravity tests on bulk samples of bituminous to help evaluate relative compaction.

Engineering Consulting and Project Communication and Reporting Services

- Provide engineering consulting services and service management including scheduling of our field personnel, review of field reports, and communication with the contractor, owner, building official and design team.

Cost

We will furnish the services described in this proposal for an estimated fee of \$3,648. A tabulation showing hourly and/or unit rates associated with our proposed scope of services is attached. To the extent possible, units and hours were reviewed with representatives of the contractor to determine if timeframes are consistent with their expectations for completing the various activities. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal work hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the normal hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the normal hourly rate for the service provided.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. Invoices for our services will be based on the actual number of hours spent on the project and the units tested.

Our work will extend over multiple invoicing periods. As such, for work that is performed during the course of each invoicing period, we will submit partial progress invoices.

Additional Services

It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed herein, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components. We appreciate the opportunity to present this proposal to you. ***Please sign and return a copy to us in its entirety.***


The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days, and that others will not delay us beyond our proposed schedule.


We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please call Joe Butler or David Morrison at 218.624.4967.

Sincerely,

BRAUN INTERTEC CORPORATION


David E. Morrison, EIT
Staff Engineer


Joseph C. Butler, PE
Associate Principal / Senior Engineer

Attachments:
Estimated Cost Tabulation
General Conditions CMT (9-1-13)

The proposal is accepted, and you are authorized to proceed.

ISD #709

Authorizer's Firm



Authorizer's Signature

Bill Hanson

Authorizer's Name (please print or type)

CFO

Authorizer's Title

6/16/15

Date

Project Proposal

QTB022039

Lester Park Elementary School - Site Improvements

Client:

Independent School District #709
Kerry Leider
215 North First Avenue East
Duluth, MN 55802
218-723-4139

Work Site Address:

5300 Glenwood Street
Duluth, MN 55804

Service Description:

Construction Materials Testing

Project Manager: David Morrison

	Description	Quantity	Units	Unit Price	Extension
Phase 1	Construction and Materials Testing				
Activity 1.1	Soil Observations and Testing				\$1,300.00
207	Compaction Testing - Nuclear	6.00	Hour	72.00	\$432.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Aggregate Base	2.00	Trips	1.50	3.00
	Subgrade Preparation	2.00	Trips	1.50	3.00
1318	Standard Proctor Test(ASTM D 698)	2.00	Each	175.00	\$350.00
1162	Sieve analysis with 200 wash (ASTM C 136 and C 117), per sam	2.00	Each	125.00	\$250.00
1861	CMT Trip Charge	5.00	Each	20.00	\$100.00
209	Sample pick-up	1.00	Hour	72.00	\$72.00
1308	Nuclear moisture-density meter charge, per hour	6.00	Each	16.00	\$96.00
Activity 1.2	Concrete Testing				\$596.00
261	Concrete Testing	3.00	Hour	72.00	\$216.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Sidewalks	1.00	Trips	1.50	1.50
	Hoop Post	1.00	Trips	1.50	1.50
1369	Compressive strength of 4 x 8" concrete cylinders (ASTM C 39)	6.00	Each	26.00	\$156.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Sidewalks	1.00	Set	3.00	3.00
	Hoop Post	1.00	Set	3.00	3.00
278	Concrete Cylinder Pick up	2.00	Hour	72.00	\$144.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Cylinder Pickup	2.00	Trips	1.00	2.00
1861	CMT Trip Charge	4.00	Each	20.00	\$80.00
Activity 1.3	Pavement Observations & Testing				\$1,318.00
1530	Asphalt Content (ASTM D 2172/6307), per sample	2.00	Each	145.00	\$290.00
1532	Extracted aggregate gradation (ASTM D 5444), per sample	2.00	Each	100.00	\$200.00
1528	Rice specific gravity (ASTM D 2041), per sample	2.00	Each	75.00	\$150.00
1568	Gyratory gravity (AASHTO T312), per sample	2.00	Each	175.00	\$350.00
209	Sample pick-up	4.00	Hour	72.00	\$288.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Wearing	1.00	Trip	2.00	2.00
	Non-Wearing	1.00	Trip	2.00	2.00
1861	CMT Trip Charge	2.00	Each	20.00	\$40.00
Activity 1.4	Project Management & Oversight				\$434.00
238	Project Assistant	2.00	Hour	72.00	\$144.00
226	Project Manager	2.00	Hour	145.00	\$290.00
Phase 1 Total:					\$3,648.00

Project Proposal

QTB022039

Lester Park Elementary School - Site Improvements

Proposal Total:	\$3,648.00
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Memorandum

To: Bill Hanson

From: Kerry M. Leider



Date: June 15, 2015

Re: Construction Materials Testing Services at Laura MacArthur Elementary School

Attached find two (2) copies of the Agreement between Independent School District #709 and Braun Intertec Corporation to provide construction materials testing and special inspection services at Laura MacArthur Elementary School related to the construction of the discus, shotput and tennis courts. The total estimated cost of this service is \$4,477.00.

I am recommending approval of the contract with Braun Intertec Corporation to provide testing and inspection services based on their lowest cost proposal of \$4,477.00. If you concur, please sign both copies of the proposal and return them to the Facilities Management office for processing.

Attachments

June 10, 2015

Proposal QTB022040

Mr. Kerry Leider
Independent School District #709
215 North First Avenue East
Duluth, MN 55802

Re: Proposal for Testing Services
Laura MacArthur Elementary School
Tennis Courts & Discus
720 North Central Avenue
Duluth, Minnesota

Dear Mr. Leider:

Braun Intertec Corporation is pleased to submit this proposal to provide special inspections and testing services for the Laura MacArthur Elementary School Tennis Courts and Discus in Duluth, Minnesota.

Our Understanding of Project

We understand this project will include the construction of discus, shotput and tennis courts with associated fences and sidewalks.

Available Information

This proposal was prepared using the project plans and specifications prepared by Northland Consulting Engineer L.L.P., dated April 24, 2015.

Overview of Procedures and Staff Qualifications

Efficient Staff Use

Cross-utilization of personnel on a project is an excellent means to provide efficiencies and to economize inspection and testing costs. As a result, most of our special inspectors hold certifications in several areas, as well as being certified to use a nuclear gauge for soil density testing, and are generally ACI Concrete Field Testing Technician – Grade I certified. The ACI Grade I certification, or equivalent, is also requirement of the American Society of Testing and Materials (ASTM) to cast concrete test cylinders.

Construction Materials Testing

We will commit that each concrete technician assigned to this project will be ACI Concrete Field Testing Technician – Grade I certified to conduct the required concrete testing, and that each soil technician will be certified to use a nuclear gauge for soil density testing, so that the test results can be determined on site and evaluated once the required laboratory testing is completed.

Scope of Services

Our inspectors, under the direction of a licensed professional engineer, either on a full-time or periodic basis depending on the construction schedule and when requested by the general contractor. The inspectors or qualified technicians will perform the specified construction materials testing services on a full-time or on-call basis as scheduled by the general contractor. After reviewing the available information, to determine compliance with the project plans and/or specifications, other design or construction documents and applicable ASTM and other industry standards, we interpret our scope of services for this project will be limited to the tasks defined below.

Soil Related Services

- Perform laboratory mechanical analyses of prospective fill and backfill materials.
- Perform laboratory Proctor tests to determine the maximum standard Proctor dry densities and optimum moisture contents of prospective backfill and fill materials.
- Observe the placement and compaction of backfill and fill.
- Test compacted backfill and fill placed below building footprints and oversizing areas, below slabs and/or pavements, behind retaining walls, in utility trenches, and in areas for which compaction specifications have been provided, to determine if the relative compaction was achieved.

Concrete Related Services

- Observe the concrete placement and test sample preparation.
- Sample and test the plastic concrete for slump, air content, temperature, and unit weight.
- Prepare test cylinders for laboratory compressive strength testing.
- Perform laboratory compressive strength testing of the concrete samples.

Pavement Related Services

- Provide test-roll observations of the pavement subgrade soils and/or aggregate base layer to determine if the materials tested are capable of supporting bituminous or concrete pavement.
- Perform laboratory mechanical analyses of aggregate base material samples.
- Perform laboratory Proctor tests to determine the maximum standard Proctor dry density and optimum moisture content of the aggregate base material.
- Test compacted aggregate base material to determine if the relative compaction was achieved.

- Perform extraction and extracted aggregate gradation tests on bituminous samples.
- Perform Gyratory density tests on bulk samples of bituminous mixes for mix design evaluation.
- Perform Rice specific gravity tests on bulk samples of bituminous to help evaluate relative compaction.

Engineering Consulting and Project Communication and Reporting Services

- Provide engineering consulting services and service management including scheduling of our field personnel, review of field reports, and communication with the contractor, owner, building official and design team.

Cost

We will furnish the services described in this proposal for an estimated fee of \$4,477. A tabulation showing hourly and/or unit rates associated with our proposed scope of services is attached. To the extent possible, units and hours were reviewed with representatives of the contractor to determine if timeframes are consistent with their expectations for completing the various activities. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal work hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the normal hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the normal hourly rate for the service provided.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. Invoices for our services will be based on the actual number of hours spent on the project and the units tested.

Our work will extend over multiple invoicing periods. As such, for work that is performed during the course of each invoicing period, we will submit partial progress invoices.

Additional Services

It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed herein, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. *Please sign and return a copy to us in its entirety.*

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days, and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please call Joe Butler or David Morrison at 218.624.4967.

Sincerely,

BRAUN INTERTEC CORPORATION



David E. Morrison, EIT
Staff Engineer



Joseph C. Butler, PE
Associate Principal / Senior Engineer

Attachments:

Estimated Cost Tabulation
General Conditions CMT (9-1-13)

The proposal is accepted, and you are authorized to proceed.

ISD # 709

Authorizer's Firm



Authorizer's Signature

Bill Hanson

Authorizer's Name (please print or type)

CFO

Authorizer's Title

6/16/15

Date

Project Proposal

QTB022040

Laura Macarthur Tennis Courts and Discus

Client:

Independent School District #709
Kerry Leider
215 North First Avenue East
Duluth, MN 55802
218-723-4139

Work Site Address:

720 North Central Avenue
West Duluth, MN 55807

Service Description:

Construction Materials Testing

Project Manager: David Morrison

	Description	Quantity	Units	Unit Price	Extension
Phase 1	Construction and Materials Testing				
Activity 1.1	Soil Observations and Testing				\$1,891.00
207	Compaction Testing - Nuclear	10.50	Hour	72.00	\$756.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Utilities	2.00	Trips	1.50	3.00
	Select Granular Borrow	1.00	Trips	1.50	1.50
	Aggregate Base	2.00	Trips	1.50	3.00
	Subgrade Preparation	2.00	Trips	1.50	3.00
1318	Standard Proctor Test(ASTM D 698)	3.00	Each	175.00	\$525.00
1162	Sieve analysis with 200 wash (ASTM C 136 and C 117), per sam	2.00	Each	125.00	\$250.00
1308	Nuclear moisture-density meter charge, per hour	10.50	Each	16.00	\$168.00
1861	CMT Trip Charge	8.00	Each	15.00	\$120.00
209	Sample pick-up	1.00	Hour	72.00	\$72.00
Activity 1.2	Concrete Testing				\$864.00
261	Concrete Testing	4.50	Hour	72.00	\$324.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Sidewalks	1.00	Trips	1.50	1.50
	Discus	1.00	Trips	1.50	1.50
	Fence	1.00	Trips	1.50	1.50
1369	Compressive strength of 4 x 8" concrete cylinders (ASTM C 39	9.00	Each	26.00	\$234.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Sidewalks	1.00	Set	3.00	3.00
	Discus	1.00	Set	3.00	3.00
	Fence	1.00	Set	3.00	3.00
278	Concrete Cylinder Pick up	3.00	Hour	72.00	\$216.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Cylinder Pickup	3.00	Trips	1.00	3.00
1861	CMT Trip Charge	6.00	Each	15.00	\$90.00
Activity 1.3	Pavement Observations & Testing				\$1,308.00
1530	Asphalt Content (ASTM D 2172/6307), per sample	2.00	Each	145.00	\$290.00
1568	Gyratory gravity (AASHTO T312), per sample	2.00	Each	175.00	\$350.00
1528	Rice specific gravity (ASTM D 2041), per sample	2.00	Each	75.00	\$150.00
1532	Extracted aggregate gradation (ASTM D 5444), per sample	2.00	Each	100.00	\$200.00
209	Sample pick-up	4.00	Hour	72.00	\$288.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Wearing	1.00	Trip	2.00	2.00
	Non-Wearing	1.00	Trip	2.00	2.00
1861	CMT Trip Charge	2.00	Each	15.00	\$30.00
Activity 1.4	Project Management & Oversight				\$414.00

Project Proposal

QTB022040

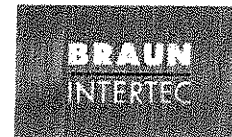
Laura Macarthur Tennis Courts and Discus

238	Project Assistant	2.00 Hour	72.00	\$144.00
226	Project Manager	2.00 Hour	135.00	\$270.00
Phase 1 Total:				\$4,477.00

Proposal Total:	\$4,477.00
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General Conditions

Construction Material Testing and Special Inspections



Section 1: Our Agreement

1.1 Our agreement ("Agreement") with you consists of these General Conditions and the accompanying written proposal or authorization. This Agreement is our entire agreement. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other form to authorize our services, any conflicting or additional terms are not part of our Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to withdraw our proposal without liability to you or others, and you will compensate us for services already rendered.

Section 2: Our Responsibilities

2.1 We will provide the services specifically described in our Agreement with you. You agree that we are not responsible for services that are not fairly included in our specific undertaking. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and, further, that site conditions may change over time.

2.4 Our duties do not include supervising your contractors or commenting on, overseeing, or providing the means and methods of their work, unless we accept such duties in writing. We will not be responsible for the failure of your contractors to perform in accordance with their undertakings, and the providing of our services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, job, or site health or safety unless we accept that duty in writing.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Estimates of our fees or other project costs will be based on information available to us and on our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed our work.

3.2 You will provide access to the site. In the course of our work some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of normal damage in the estimated charges.

3.3 If we notify you that radiographic or gamma ray equipment or other nuclear testing or measuring device will be used, you will be responsible for the cooperation of your employees and your contractors in observing all radiation safety standards.

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials at the work site. If we observe or suspect the presence of contaminants not anticipated in our Agreement, we may terminate our work without liability to you or to others, and we will be paid for the services we have provided.

3.5 The time our field personnel spend on the job site depends upon the scheduling of the work we are observing or testing. You agree that any changes in scheduling may result in additional costs and agree to pay for those services at the rates listed in our cost estimate.

3.6 You agree to include us as an indemnified party in your contracts, if any, for work by others on the project, protecting us to the same degree as you are protected. You agree to list us as an Additional Insured under your liability insurance policies and to require subrogation be waived against us and that we will be added as an Additional Insured on all policies of insurance, including any policies required of your contractors or subcontractors, covering any construction or development activities to be performed on the project site.

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report(s) in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property but are subject to a license to you for your use in the related project for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. You agree to indemnify and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use. At your request, we will provide endorsements of our reports or letters of reliance, but only if the recipients agree to be bound by the terms of our Agreement with you and only if we are paid the administrative fee stated in our then current Schedule of Charges.

4.3 Because electronic documents may be modified intentionally or inadvertently, you agree that we will not be liable for damages resulting from change in an electronic document occurring after we transmit it to you.

4.4 If you do not pay for our services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.5 Electronic data, reports, photographs, samples and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for services as agreed upon or according to our then current Schedule of Charges if there is no other written agreement as to price. An estimated cost is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices on receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice another, we will do so, but you agree to be responsible for our compensation unless you provide us with that person's written acceptance of all terms of our Agreement and we agree to extend credit to that person and to release you.

5.4 Your obligation to pay for our services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of lawsuit in which we are not involved, your successful completion of a project, receipt of payment from another, or any other event. No retainage will be withheld.

5.5 If you do not pay us within 60 days of invoice date, you agree to reimburse our expenses, including but not limited to attorney fees, staff time, and other costs of collection.

5.6 You agree to compensate us in accordance with our fee schedule if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work change, or if changed labor union conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice and we will receive an equitable adjustment of our compensation. If you and we do not reach agreement on such compensation within 30 days of our written application, we may terminate without liability to you or others.

5.8 If you fail to pay us within 60 days following invoice date, we may consider the default a total breach of our Agreement and, at our option, terminate our duties without liability to you or to others.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right of offset as to fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 Neither of us will be liable for special, incidental, consequential, or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital.

6.3 We will not be liable for damages unless suit is commenced within two years of the date of injury or loss or within two years of the date of substantial completion of our services, whichever is earlier. We will not be liable unless you have notified us of the discovery of the claimed breach of contract, negligent act, or omission within 30 days of the date of discovery and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services.

6.4 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for our services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of our Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.

6.5 You agree to indemnify us from all liability to others in excess of the risk allocation stated above and to insure this obligation.

6.6 The prevailing party in any action relating to this Agreement shall be entitled to recover

its costs and expenses, including reasonable attorney fees, staff time, and expert witness fees.

6.7 The law of the state in which our servicing office is located will govern all disputes. Each of us waives trial by jury. No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual employees.

Section 7: General Indemnification

7.1 We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our sole negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign nor transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 Our Agreement may be terminated early only in writing. We will receive an equitable adjustment of our compensation in the event of early termination.

8.5 If a provision of this Agreement is invalid or illegal, all other provisions shall remain in full force and effect.

Memorandum

To: Bill Hanson

From: Kerry M. Leider



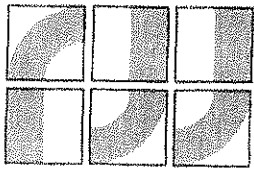
Date: June 5, 2015

Re: U.L. Equipment Inspection – Foster Jacobs and Johnson, Inc.

Attached are two (2) copies of the Agreement between Independent School District #709 and Foster Jacobs and Johnson, Inc. to provide engineering services related to the inspection of non-listed electrical equipment at East and Denfeld high schools to determine adherence with U.L.. The total estimated cost of this service is \$950.00.

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

Attachments



FOSTER JACOBS & JOHNSON, INC.

P R O F E S S I O N A L E N G I N E E R S

345 Canal Park Drive • Suite 200 • Duluth, MN 55802 • Tel: 218-722-3060 • Fax: 218-722-1931

E-mail: mail@fjj.com

March 12th, 2015

Dave Spooner
Supervisor of Maintenance & Construction
ISD 709
215 North First Ave East
Duluth, MN 55802

RE: U.L. Equipment Inspection

Dear Dave:

We are pleased to offer the following proposal for professional engineering services related to the inspection of non-listed electrical equipment to determine their adherence with U.L. As part of this proposal, we understand the project to include:

Project Scope:

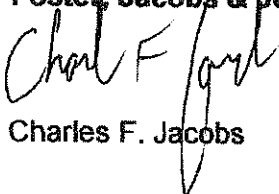
- Inspect equipment to be installed at East and Denfeld High Schools – 2 items at East, 5 items at Denfeld, two separate trips, and possibly 2 inspections.
- Write a report of our findings and or recommended corrective measures.
- Re-inspect if necessary.


Based upon this scope of service and deliverables we anticipate the following hourly, not-to-exceed fee of:

Inspection services & report: \$950

Sincerely,

Foster, Jacobs & Johnson, Inc.


Charles F. Jacobs



I.S.D. 709