

AGREEMENT

THIS AGREEMENT, made and entered into this day, February 16, 2017 by and between Independent School District #709, a public corporation, hereinafter called District, and Sherwin Obey, 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 2/16/17, and shall remain in effect until 6/30/17, 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 be the Stickman for the evening. This person is in charge of setting up the "Stage" for the singers and the hand drums, keeping the singers ready, handing out the sticks. This person will be paid \$500.00 (Five hundred dollars) for the evening (5:30-10:00).
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 \$1,000.00 (One thousand dollars). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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 American Indian Education office, 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

PO BOX 13, DEER RIVER MN 56443

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.

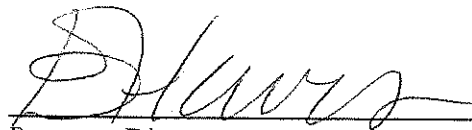
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under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


Contractor Signature

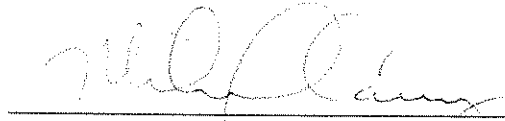
SSN/ Tax Identification Number

2-2017
Date



Program Director

3/14/17
Date



Director of Curriculum and Instruction

3/19/17
Date



Director of Business Service / Superintendent of Schools

3/23/17
Date

AGREEMENT

THIS AGREEMENT, made and entered into this day, February 16, 2017 by and between Independent School District #709, a public corporation, hereinafter called District, and Michael Sullivan, 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 2/16/17, and shall remain in effect until 6/30/17, 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 contract will be providing services to be the MC (Master of Ceremonies) for the evening. This person keeps the Round dance participants and the crowd informed as to what is happening throughout the evening. This person will be paid \$500.00 (Five hundred dollars) for the evening (5:30-10:00).
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 \$1,000.00 (One thousand dollars). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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 American Indian Education office, 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

Po Box 1652 Hayward, WI 54843

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.


Contractor Signature

SSN/ Tax Identification Number

2-20-17
Date

[Handwritten signature]

Program Director

3/14/17

Date

[Handwritten signature]

Director of Curriculum and Instruction

3/9/17

Date

[Handwritten signature]

Director of Business Service / Superintendent of Schools

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of March, 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Interquest Canines, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of March 9, 2017, and shall remain in effect until June 9, 2017 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Interquest shall provide contraband inspection services utilizing non-aggressive contraband detection canines. Such inspections may be conducted on an unannounced basis under the auspices and direction of administration with Interquest acting as an agent of the district while conducting such inspections. Communal areas, lockers, gym areas, parking lots (automobiles), grounds, and other select areas as directed by district officials, shall be subject to inspection. Contraband detected on district property is the responsibility of the district. Suspected drugs of abuse may be field tested to provide preliminary or presumptive identification of the drug.
3. **Background Check.** (Applies to contractors working independent with students)

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$6,000.00. 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. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

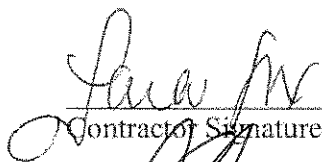
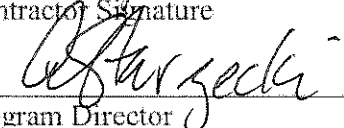
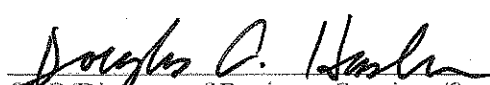
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

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

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

 Contractor Signature	SSN/Tax ID Number	03/20/2017 Date
 Program Director		3/20/17 Date
N/A Director of Curriculum and Instruction		_____ Date
 CFO/Director of Business Services/Superintendent of Schools		3/20/17 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of February, 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Tara Frisbie, R.D., 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 February 15, 2017, and shall remain in effect until June 30, 2017, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Work with Child Nutrition on nutritional menu analysis, menu compliance and special diet menus as scheduled by the Food Service Supervisor.

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

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in the amount equal to the actual cost of conducting a criminal history background check in 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 for additional work hours at a rate of \$22.00 per hours. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.

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

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

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor.

This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of _____, 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, _____.

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

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

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

14. **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.

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

19. **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.

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

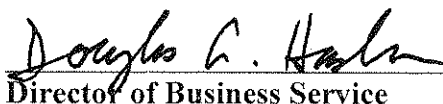
CONTRACTOR



Program Director



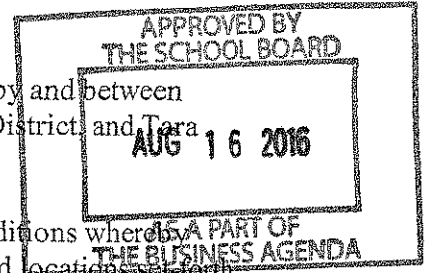
On file with district
Taxpayer Identification Number



Director of Business Service

AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of July, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Tara Frisbie, R.D., an independent contractor, hereinafter called Contractor.



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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 12, 2016, and shall remain in effect until June 30, 2017, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Work with Child Nutrition on nutritional menu analysis, menu compliance and special diet menus.

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

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in the amount equal to the actual cost of conducting a criminal history background check in 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 rate of \$22.00 per hour not to exceed \$3,000. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.

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

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

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor.

This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of _____, 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, _____.

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

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

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

14. **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.

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

19. **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.

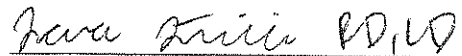
AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR



Program Director



on file with district
Taxpayer Identification Number



Director of Business Service

AGREEMENT

THIS AGREEMENT, made and entered into this 10 day of March , 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Segue Consulting Partners-Dr. Wendy Barden , an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of March 10, 2017 , and shall remain in effect until April 20, 2017 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** (insert programs or services to be performed by contractor)
Dr. Wendy Barden, Segue Consulting Partners, will plan and present a one-day workshop to regional arts teachers "Measuring Student Growth in Arts Classrooms". Fee paid for up to 24 teachers to attend the one day workshop - funds from the NE MN Regional Perpich Grant. (More info on last page of contract.)

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 \$ 1,650.00 - One thousand, eight hundred dollars (\$1,100-workshop fee, snacks/beverages, \$250.00-workshop room rental & \$300-hotel, meals and mileage) . 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 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 including Zip Code)

15223 Lake Street Ext, Minnetonka, MN 55345

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.

Kendy Barden _____ 3/28/2017
Contractor Signature SSN/Tax ID Number Date

D. Kerwin _____ 3/10/17
Program Director Music Curriculum, Perpich Grant Date

Michelle Lang _____ 3/23/17
Director of Curriculum and Instruction Date

Joseph A. Hepler _____ _____
CFO/Director of Business Services/Superintendent of Schools Date

Event Date: April 20, 2017

Event Location: Country Inn & Suites - 4257 Haines Road Duluth, MN

Event Time: 8:30 am - 4:00 pm

Event Description: "Measuring Student Growth in Arts Classrooms"
Opportunity to discuss the research and practical implementation of standards-based teaching and learning in an arts classroom with an experienced arts educator. Our work will include:

Visual Arts teachers will

- Work collaboratively as Professional Learning Communities
- Consider different ways to think about pre-/post-assessment data
- Examine the power of pre-/post-assessments
- Explore various ways to disaggregate data available in their classrooms
- Practice analyzing data

The registration fee includes materials and morning/afternoon snacks. One hour is planned for lunch on your own.

Coffee, water, soda will be available throughout the day. Breakfast treats and fruit will be out in the morning, and cookies will be out for our afternoon break.

**WADE STADIUM
NON-EXCLUSIVE
USE AGREEMENT**

THIS AGREEMENT, by and between the City of Duluth, a municipal corporation under the laws of the State of Minnesota, hereinafter known as the "City," and Independent School District No. 709, a Minnesota public corporation, hereinafter referred to as "User Group."

WHEREAS, City is the owner of a baseball stadium facility located generally at 34th Avenue West and Second Street in the City of Duluth, St. Louis County, Minnesota, commonly known as "Wade Stadium," which includes a walled baseball field, dugouts, bullpens, parking, and a grandstand that contains public seating and washrooms and ticketing facilities. Wade Stadium and the foregoing amenities are shown on the attached Exhibit A and are collectively hereinafter referred to as the "Stadium."

WHEREAS, User Group desires to use the Stadium and adjacent Softball Fields 6 and 7 for its Denfeld High School baseball and softball programs.

WHEREAS, it is the desire of the City to coordinate and allow the cooperative use of the Stadium by as many groups as possible.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, City does hereby grant to User Group the non-exclusive rights to use the Stadium subject to the terms and conditions hereinafter set forth:

1. ADMINISTRATION.

For purposes of administering this Agreement, the City shall act through its Manager of Parks and Recreation or designee (the "Manager"). User Group shall act through its Athletic Director or designee.

2. GRANT OF RIGHTS.

a. Subject to the terms and conditions of this Agreement, City hereby grants to User Group during the right to use the Stadium and facilities described herein, together with one (1) stationary batting cage, one (1) portable batting cage and automatic scoreboard and public address sound system, hereinafter collectively referred to as the "Equipment," for the playing of baseball and other activities connected with baseball. City also hereby grants to User Group the use of scoreboards at Softball Fields 6 and 7 adjacent to Stadium. The use of the Stadium shall not include access to or the use of concession areas in the Stadium's grandstand area, nor the locker rooms.

b. User Group accepts that City grants the use of the Stadium without warranty of any kind, express or implied, of its fitness for User Group's use or suitability for a particular purpose and User Group accepts the premises "as is."

3. USE OF STADIUM.

a. User Group may only use Stadium for baseball or softball.

b. No later than February 24, 2017, User Group shall provide to City its proposed use schedule of the Stadium and field facilities for games and practices during the upcoming season. No later than March 1, 2017, City shall furnish to User Group an anticipated schedule for the dates and times when User Group will be allowed to use the Stadium ("User Group Schedule"). A copy of User Group Schedule is attached to this Agreement as Exhibit B. City may modify the schedule as it deems appropriate or necessary including reducing or increasing the times or dates when User Group will be entitled to use the Stadium. User Group agrees to work with the other user groups to coordinate, when possible, to ensure optimum use of the Stadium, and adjoining facilities.

c. City shall have ultimate control of the scheduling of various users of the Stadium. User Group agrees that it will use the Stadium only in conformance with the schedule for the use thereof approved by the City.

d. User Group agrees that it will provide supervision of its program participants and spectators by an adult User Group representative competently trained as appropriate for the activity.

e. User Group is authorized to use the existing automatic scoreboard and public address sound system at the Stadium during times immediately before, during, and after baseball games played by User Group at the Stadium. Prior to any use of said equipment, User Group shall provide to the City the names of persons it intends to operate the scoreboard and sound system for his or her approval together with evidence of their qualifications to properly operate it. User Group shall allow only persons who have been previously approved in writing by the City to operate the scoreboard and sound system. User Group shall be responsible for turning off the scoreboard and sound system used by it after each use, for returning to its proper place of storage and for securing it.

f. All Equipment used by User Group shall be used in accordance with its design and intended use and shall be responsible for any damage occurring during User Group's use. Loss of handheld remote for Softball Fields 6 and 7 will result in a \$350.00 replacement cost.

g. User Group agrees to comply with the Usage Guidelines attached to this Agreement as Exhibit C. City reserves the right to modify the Usage Guidelines in writing from time to time and will provide User Group with the modified Usage Guidelines that shall be binding upon User Group. User Group shall provide its game opponent with a copy of the Usage Guidelines and shall use best efforts to ensure its opponent's compliance. User Group shall be responsible for any damage caused by or resulting from the opposing team.

h. User Group specifically agrees that, in its use of the playing field and related areas, it will follow best practices to appropriately utilize said facilities and, in particular, will use its best efforts to minimize or eliminate to the extent practical any damage to the field and related areas.

i. User Group shall insure that the Stadium is kept clean and in an orderly condition and that all paper, garbage, and other debris has been picked up and is deposited in the appropriate receptacles.

j. User Group shall promptly notify the City in writing of any incident of injury or loss or damage to the Stadium of City or any User Group participants or invitees occurring within the premises during its use of the facilities. Such written report shall be in a form acceptable to the City's Claims Investigator and Adjuster. A copy of the City's form of Incident Report is attached hereto as Exhibit D.

k. User Group shall prohibit alcohol use and smoking and use of tobacco products at Stadium by User Group and User Group's invitees.

4. FEE AND REFUNDS.

a. A copy of the City's current Fee Schedule is attached as Exhibit E. User Group will pay the City the total use fee of Eight Thousand Seventy-three and no/100ths Dollars (\$8,073.00) as outlined on the User Group Schedule attached as Exhibit B (the "Usage Fee")., which schedule is subject to change based on actual usage of the Stadium and Softball Fields 6 and 7. User Group will pay the Usage Fee in full on or before April 30, 2017; rental payments shall be deposited in Fund 210, Agency 030, Organization 3190, Revenue Source 4625-04. Such rental payments shall be due absolutely without right of set-off or any other reduction for any reason whatsoever, except for the ten percent (10%) deduction reflected on Exhibit B. User Group agrees to pay interest at a rate of 1.5% per month (18% per annum), on all past due balances due to the City. User Group agrees to pay any collection costs, including but not limited to court costs, collection fees, and attorney' fees.

b. In case of inclement weather, User Group may not use or occupy Stadium. If the Stadium is closed by City due to inclement weather, then User Group shall be entitled to a refund as set forth in the Cancellation Policy attached as Exhibit F. City shall have final authority to determine inclement weather requiring Stadium closure.

5. TERM.

Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on January 1, 2017, and expire on June 30, 2017, unless sooner terminated as provided for herein.

6. TERMINATION.

a. **WITHOUT CAUSE.** City may terminate this Agreement without cause by providing at least thirty (30) calendar days' written notice to User Group.

b. **FOR CAUSE.** City may terminate this Agreement for the material breach by User Group of any provision of this Agreement, including its Exhibits, if such breach is not cured to the satisfaction of City within seven days of delivery of a written notice by City (or such longer time as specified in the notice). The notice shall identify the breach and the necessary actions to remedy the breach.

c. **IMMEDIATELY BY CITY.** City may terminate this Agreement immediately on notice to User Group if City believes in good faith that the health, welfare, or safety of Stadium, occupants, or neighbors would be placed in immediate jeopardy by the continuation User Group's operations.

d. **SURRENDER POSSESSION.** Upon termination of this Agreement, User Group agrees to surrender possession of Stadium to City in as good condition and state of repair as said Stadium were in at the time User Group took possession, acts of God excepted.

7. INSURANCE.

a. During the term of this Agreement, User Group shall have such coverage as will protect User Group and the City against risk of loss or damage to the Stadium and against claims that may arise or result from the maintenance and use of the Stadium during the Agreement Term. User Group shall procure and maintain continuously in force Public Liability Insurance written on an "occurrence" basis under a Comprehensive General Liability Form in limits of not less than \$1,500,000 aggregate per occurrence for personal bodily injury and death and limits of \$1,500,000 for Stadium damage liability. Insurance required in this Agreement shall be taken out and maintained in responsible insurance companies organized under the laws of the states of the United States and licensed to do business in the State of Minnesota. Insurance shall cover public liability including premises and operations coverage, independent contractors - protective contingent liability, personal injury, contractual liability covering the indemnity obligations set forth herein, and products - completed operations. User Group shall provide to City Certificates of Insurance evidencing said. The Certificates of Insurance shall name City as additional insured.

b. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the User Group's interests and liabilities. City officials are granted the authority to refuse to execute this Agreement upon default by User Group of the requirements of this paragraph.

c. The City does not represent or guarantee that these types or limits of coverage are adequate to protect the User Group's interests and liabilities.

d. The City shall not be liable to User Group or any injury or damage resulting from any defect in the construction or condition of the Stadium nor for any damage that may result from the negligence of any other person whatsoever.

8. HOLD HARMLESS AND INDEMNIFICATION.

a. User Group hereby agrees to indemnify, save harmless, and defend the City and its officers, agents, servants, and employees from and against any and all claims, suits, loss, judgments, costs, damage, and expenses asserted by any person by reason of injury to or death of any and all persons, including employees or agents of the City or User Group, and including any and all damages to property to whomsoever belonging, including property owned by, leased to, or in the care, custody, and control of User Group arising out of, related to or associated with the use, management, maintenance or operation of the premises by User Group or performance of its obligations under this Agreement.

b. User Group will indemnify the City for any damage to any City property at Stadium caused by User Group, its agents, volunteers, employees, and invitees.

9. INDEPENDENT RELATIONSHIP.

a. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting User Group as agents, representatives or employees of the City for any purpose or in any manner whatsoever. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.

b. User Group's employees shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of User Group while so engaged and any and all claims whatsoever on behalf of User Group arising out of employment or alleged employment, including without limitation, claims of discrimination against the City, or its officers, agents, contractors or employees shall in no way be the responsibility of the City. User Group and its officers and employees shall not be entitled to any compensation or rights or benefits of any hospital care, sick leave and vacation pay, Workers Compensation, Unemployment Insurance, disability pay or severance pay.

10. RECORDS RETENTION.

User Group agrees to maintain all Stadium records during this Agreement and for six (6) years after its termination or expiration.

11. GOVERNMENT DATA PRACTICES.

User Group shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the City under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by User Group under this Agreement. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this clause by User Group. If User Group receives a request to release the data referred to in this clause, User Group must immediately notify the City and consult with the City as to how User Group should respond to the request. User Group agrees to hold the City, its officers, and employees harmless from any claims resulting from the User Group's unlawful disclosure or use of data protected under state and federal laws.

12. NOTICES.

Unless otherwise provided herein, notice to the City or User Group shall be sufficient if sent by regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time.

City of Duluth
Attn: Parks and Recreation Manager
411 W. First Street, Ground Floor
Duluth, Minnesota 55802

ISD 709 - Denfeld High School
Attn: Athletic Director
4405 W. 4th Street
Duluth, Minnesota 55807

13. CITY ACCESS.

a. User Group shall permit the City, and its designees, to access and inspect the Stadium at any time. User Group shall not change the locks or otherwise prohibit or inhibit City access to any portion of the Stadium.

b. City shall be exclusively responsible for the design and designation of keying systems, lock changes, key fabrication and key distribution. User Group shall comply with City's Key Control Policy, a copy of which shall be provided to Agency, and is subject to unilateral change by City during this Agreement.

c. User Group shall not make copies of Stadium keys. All keys shall be promptly returned to the City upon termination or expiration of this Agreement. If keys are not returned, City may rekey applicable Stadium key locks and collect payment from User Group for actual City employee time and/or replacement costs.

14. TAXES.

User Group hereby agrees to pay all licenses, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of User Group's operations of Stadium, including real property and sales taxes, if applicable. It is further agreed that City may pay the same on behalf of User Group and immediately collect the same from User Group, or reduce any amount owed User Group by City pursuant to this Agreement. User Group shall further be obligated to collect and/or pay any sales and use taxes imposed by any governmental entity entitled to impose such taxes on or before the date they are due and to file all required reports and forms in proper form related thereto on or before their due date.

15. GENERAL TERMS AND CONDITIONS.

a. User Group agrees that it will obey all laws, rules, and regulations applicable to its use of or occupancy of the Stadium and to use its best efforts to insure that its players, coaches, employees and invitees so conform to such requirements. In addition, User Group agrees to procure at its expense all licenses and permits necessary for carrying out the provisions of this Agreement.

b. User Group agrees that it will not sublet the Stadium, or any part thereof, and will not assign this lease or any interest therein, nor permit such lease to become transferred by operation of law or otherwise, and that no act or acts will be done or suffered whereby the same may be or become sublet or assigned in whole or in part.

c. This Agreement, together with all of its terms, covenants, and conditions is made in the State of Minnesota and is to be interpreted in accordance with the laws of the State of Minnesota.

d. User Group agrees that it shall neither assign nor transfer any rights or obligations under this Agreement.

e. The waiver by the City or User Group of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.

f. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

g. This Agreement is to be construed and understood solely as an agreement between the parties hereto and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that they are a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties hereto.

h. This Agreement and Exhibits are the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon. This Agreement shall supersede all prior written and oral negotiations, understandings or agreements.

i. There are no representations, warranties or stipulations, either oral or written, not herein contained.

j. No amendments to this Agreement shall be binding unless such amendment is in writing and executed with the same formality and approvals as this Agreement. This Agreement may be amended only by a written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first shown below.

CITY OF DULUTH

INDEPENDENT SCHOOL DISTRICT
NO. 709

By: _____
Mayor

By: _____

Attest: _____
City Clerk

Printed Name: _____

Date Attest: _____

Its: _____

Dated: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

EXHIBIT A

WADE STADIUM
DULUTH, MN

- KEY
- A - Advertising Space
 - B - Playing Field
 - C - Stadium Grandstand
 - D - Joint Use Facilities
 - E - Storage Area
 - F - Huskie's Office Space
 - G - Locker Rooms
 - H - Concession Area

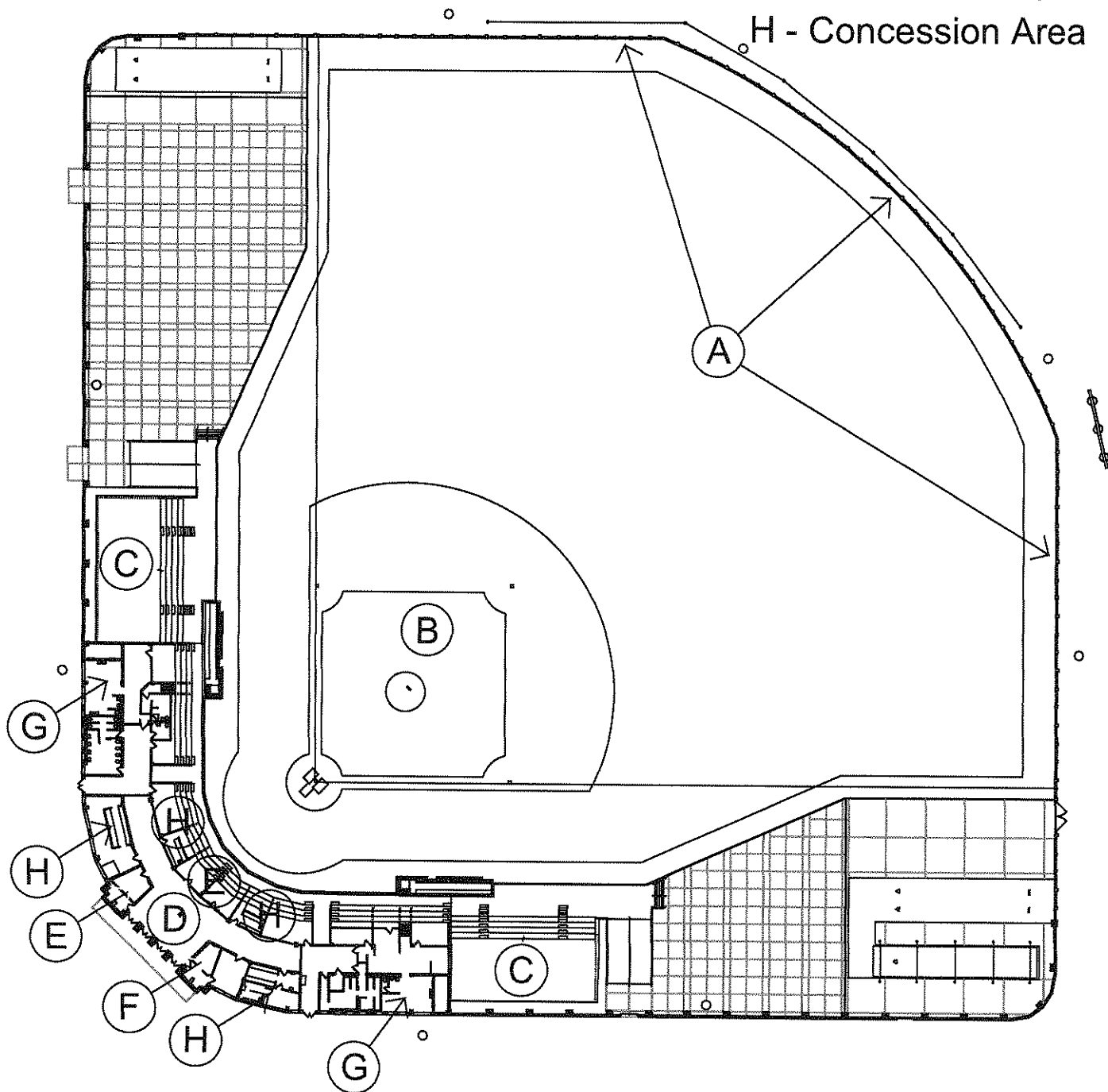


EXHIBIT B

Baseball					Softball				
Date	Event		Rate	Cost		Event		Rate	Cost
3/28/2017	Practice	4:00-6:00	\$80/hr	\$160.00					
3/29/2017	Practice	4:00-6:00	\$80/hr	\$160.00					
3/30/2017									
3/31/2017									
4/1/2017									
4/2/2017									
4/3/2017	Practice	4:00-6:00	\$80/hr	\$160.00		Field 6	Practice	\$15/2hr max	\$15.00
4/4/2017	Practice	7:00-9:00	\$80/hr	\$160.00		Field 6	Practice	\$15/2hr max	\$15.00
4/5/2017						Field 6	Practice	\$15/2hr max	\$15.00
4/6/2017						Field 6	Practice	\$15/2hr max	\$15.00
4/7/2017	Practice	7:00-9:00	\$80/hr	\$160.00		Field 6	Practice	\$15/2hr max	\$15.00
4/8/2017									
4/9/2017									
4/10/2017						Field 6	Practice	\$15/2hr max	\$15.00
4/11/2017						Field 6	Practice	\$15/2hr max	\$15.00
4/12/2017	Practice	7:00-9:00	\$80/hr	\$160.00		Field 6	Practice	\$15/2hr max	\$15.00
4/13/2017						Field 6	Practice	\$15/2hr max	\$15.00
4/14/2017	Practice	7:00-9:00	\$80/hr	\$160.00		Field 6	Practice	\$15/2hr max	\$15.00
4/15/2017	Game Day	7inning	\$210	\$210.00					
	Field 5		\$25	\$25.00					
4/17/2017	Practice	7:00-9:00	\$80/hr	\$160.00		Field 6	Practice	\$15/2hr max	\$15.00
4/18/2017	Game Evening	7inning	\$235	\$235.00		field 6	Game	\$25	\$25.00
	Field 5		\$25	\$25.00		2hr	Lights	\$60/hr	\$120.00
	Lights		\$60/hr	\$120.00					
4/19/2017						Field 6	Practice	\$15/2hr max	\$15.00
4/20/2017	Game Evening	7inning	\$235	\$235.00					
	Field 5		\$25	\$25.00					
	Lights		\$60/hr	\$120.00					
4/21/2017						Field 6	Practice	\$15/2hr max	\$15.00
4/22/2017									
4/23/2017									
4/24/2017	Practice	4:00-6:00	\$80/hr	\$160.00		Field 6	Practice	\$15/2hr max	\$15.00
4/25/2017	Game Evening	7inning	\$235	\$235.00					
	Field 5		\$25	\$25.00					
	Lights		\$60/hr	\$120.00					
4/26/2017	Practice	4:00-6:00	\$80/hr	\$160.00		Field 6	Practice	\$15/2hr max	\$15.00
4/27/2017	Game Evening	7inning	\$235	\$235.00		Field 6	Practice	\$15/2hr max	\$15.00
	Field 5		\$25	\$25.00					
	Lights		\$60/hr	\$120.00					
4/28/2017	Field 5		\$25	\$25.00		Field 6	Practice	\$15/2hr max	\$15.00
	Lights		\$60/hr	\$120.00					
4/29/2017									
4/30/2017									
5/1/2017	Game Evening	7inning	\$235	\$235.00		Field 6	Practice	\$15/2hr max	\$15.00
	Field 5		\$25	\$25.00					
	Lights		\$60/hr	\$120.00					
5/2/2017						Field 6	Practice	\$15/2hr max	\$15.00
5/3/2017	Practice	7:00-9:00	\$80/hr	\$160.00		Field 6	Practice	\$15/2hr max	\$15.00
5/4/2017	Game Evening	7inning	\$235	\$235.00		field 6 & 7	Game	25/field	\$50.00
	Field 5		\$25	\$25.00		2hr	Lights	\$60/hr	\$240.00
	Lights		\$60/hr	\$120.00					
5/5/2017						field 6	Game	\$25	\$25.00

Baseball					Softball				
Date	Event		Rate	Cost	Event		Rate	Cost	
5/6/2017					2hr	Lights	\$60/hr	\$120.00	
5/7/2017									
5/8/2017	Practice	4:00-6:00	\$80/hr	\$160.00	Field 6	Practice	\$15/2hr max	\$15.00	
5/9/2017									
5/10/2017					Field 6	Practice	\$15/2hr max	\$15.00	
5/11/2017									
5/12/2017					Field 6	Practice	\$15/2hr max	\$15.00	
5/13/2017									
5/14/2017									
5/15/2017	Practice	4:00-6:00	\$80/hr	\$160.00	Field 6	Practice	\$15/2hr max	\$15.00	
5/16/2017					field 6	Game	\$25	\$25.00	
					2hr	Lights	\$60/hr	\$120.00	
5/17/2017					Field 6	Practice	\$15/2hr max	\$15.00	
5/18/2017	Practice	4:00-6:00	\$80/hr	\$160.00	Field 6	Practice	\$15/2hr max	\$15.00	
5/19/2017	Game Evening	7inning	\$235	\$235.00					
	Field 5		\$25	\$25.00					
	Lights		\$60/hr	\$120.00					
5/20/2017	Game Day	7inning	\$210	\$210.00					
5/21/2017									
5/22/2017	Game Evening	7inning	\$235	\$235.00	Field 6	Practice	\$15/2hr max	\$15.00	
	Field 5		\$25	\$25.00					
	Lights		\$60/hr	\$120.00					
5/23/2017	Game Evening	7inning	\$235	\$235.00	Field 6	Practice	\$15/2hr max	\$15.00	
	Field 5		\$25	\$25.00					
	lights		\$60/hr	\$60.00					
5/24/2017									
5/25/2017	Game Evening	7inning	\$235	\$235.00	Field 6	Practice	\$15/2hr max	\$15.00	
	Field 5		\$25	\$25.00					
5/26/2017	Practice	4:00-6:00	\$80/hr	\$160.00	Field 6	Practice	\$15/2hr max	\$15.00	
5/27/2017	Practice	12:00-2:00	\$80/hr	\$160.00					
5/28/2017									
5/29/2017	Practice	4:00-6:00	\$80/hr	\$160.00	Field 6	Practice	\$15/2hr max	\$15.00	
5/30/2017	Game Evening	7inning	\$235	\$235.00					
5/31/2017	Practice	4:00-6:00	\$80/hr	\$160.00	Field 6	Practice	\$15/2hr max	\$15.00	
6/1/2017	Game Evening	7inning	\$235	\$235.00					
6/2/2017	Practice	4:00-6:00	\$80/hr	\$160.00	Field 6	Practice	\$15/2hr max	\$15.00	
6/3/2017									
6/4/2017									
6/5/2017					Field 6	Practice	\$15/2hr max	\$15.00	
6/6/2017									
6/7/2017					Field 6	Practice	\$15/2hr max	\$15.00	
6/8/2017									
Subtotal				\$7,720.00	Subtotal				\$1,250.00

Baseball	\$7,720.00
Softball	\$1,250.00
Subtotal	\$8,970.00
Discount (10%)	\$897.00
Total	\$8,073.00

EXHIBIT C
WADE STADIUM USAGE GUIDELINES

It is the responsibility of the field representative and/or individual identified as the person on the permit to enforce the rules and regulations regarding the conduct of the group while using Wade Stadium. These rules include, but are not limited to:

PRACTICE/BATTING PRACTICE/INFIELD DRILLS

- A hitting mat is to be used in the batters' and catchers' boxes during batting practice and all non-game/scrimmage situations.
- Protective matting is to be used in the catchers' area of bullpens.
- A pitching platform is to be used by the pitcher during batting practice
- Protective matting is to be used by hitters during practice and "infield" drill
- Move repetitive drills to various areas of the field to minimize wear patterns

FOOTWEAR

- Clean (free of mud) athletic shoes are required.
- **In all game and non-game situations only plastic or molded spikes may be worn by players.**

FOOD & BEVERAGES

- No food including sunflower seeds, peanuts, gum or any form of tobacco are allowed on the turf surface.
- No sunflower seeds in the seating area, dug-outs or on the field. Users will be held responsible for sunflower seeds getting on to the turf surface as a result of their usage of the field, which could include a fine and responsibility for repair of damage to the turf field system.
- Please do not spit on artificial turf
- Clear water in bottles or coolers with water are the only beverage permitted on the field. Absolutely no coffee, soda pop, alcohol, or colored drinks including sport drinks are permitted on the field
- No glass containers allowed on turf

FIELD CARE

- Groups shall inspect the fields/facility prior to and subsequent to each use to determine whether condition are safe and/or appropriate for any intended use. Groups shall promptly advise the Manager of any unsafe/dangerous condition.
- Field use begins and ends at the times stated on the permit, including inspections, set-up and clean-up. Groups are not allowed on the fields prior to the start time stated on the permit and are required to exit the fields and have adjacent areas cleaned up at the ending time indicated on the permit.
- Property boundary walls and fences are not to be used as backstops at any time. No hitting or kicking balls into backstops or fences. No climbing of fences.
- No unauthorized tents, chairs, or shade structures will be allowed on the turf surface.
- Only free standing field markers and sports equipment may be used on the turf surface. No stakes, posts, poles, or markers of any kind may be driven into the turf surface.
- Wheeled devices, including but not limited to motorized vehicles, bikes, wagons, inline skates, scooters and skateboards are not allowed on the turf.
- No paint, chalking, tape or other adhesive material is permitted without prior approval.
- Golfing or other non-authorized use is prohibited on the turf surface.
- Animals are NOT ALLOWED inside the turf area. (Official guide or therapy animals on duty allowed.)

WASTE/CLEAN-UP

- Disposal of recyclables must comply with the City's and Western Lake Superior Sanitary District (WLSSD)'s reasonable guidelines relating to recycling, energy efficiency and maintenance of the premises. A copy of the current guidelines is attached to this Exhibit C.
- Please dispose of all garbage in trash cans.

EXHIBIT D City of Duluth Incident/Injury Report

Supervisor to complete within 24 hours of incident/injury. If injury required treatment by a medical provider, attach medical documentation. Completed forms should be emailed to accidentreporting@duluthmn.gov.

Date of incident/injury:	<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee	Department/Division:
Choose one that best describes this claim: <input type="checkbox"/> Incident only, no medical care <input type="checkbox"/> Medical only, no lost time <input type="checkbox"/> Injury includes lost time		
Initial treatment sought:	<input type="checkbox"/> Hospital ER <input type="checkbox"/> Clinic <input type="checkbox"/> Refused to see MD / None	Doctor/clinic name, address, phone number:

Last name:	First name:	MI:	SSN:
Address:			
City:	State:	Zip code:	Phone:
Date of hire:	Occupation:	Date of birth:	
			Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female

Did injury occur on employer's premises? <input type="checkbox"/> Yes <input type="checkbox"/> No	Name and address of the place of the occurrence:
---	--

Time employee began work: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	Time of injury: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.
Date employer notified of injury: _____	Date employer notified of lost time: _____
First date of any lost time: _____	Return to work date: _____
RTW with restrictions: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

Describe the nature of the illness or injury. Be specific. Include body parts affected.

Describe the activities when injury occurred with details of how it happened.

What tools, equipment, machines, objects and/or substances were involved?

Incident investigation conducted: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date supervisor notified: _____	Date report completed: _____
Supervisor name: _____		Supervisor phone number: _____

Names and phone numbers of witnesses:

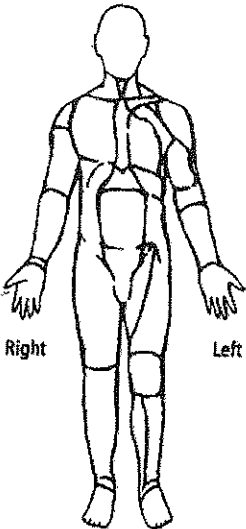
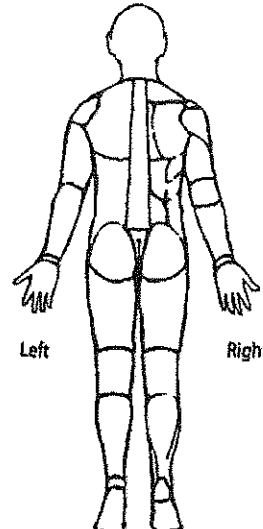
Incident was a result of: safety violation machine malfunction product defect motor vehicle accident N/A

Supervisor comments:

What actions have been taken to prevent recurrence?

EXHIBIT D

City of Duluth Incident/Injury Report

<p>CAUSE</p> <p><input type="checkbox"/> Slip and fall</p> <p><input type="checkbox"/> Struck by equipment</p> <p><input type="checkbox"/> Lifting or moving</p> <p><input type="checkbox"/> Caught (in, on, or between)</p> <p><input type="checkbox"/> Needle puncture</p> <p><input type="checkbox"/> Object in eye (<input type="checkbox"/> Right <input type="checkbox"/> Left)</p> <p><input type="checkbox"/> Repetitive/overuse</p> <p><input type="checkbox"/> Other (specify): _____</p> <p>TYPE OF INJURY</p> <p><input type="checkbox"/> Scrape/bruise</p> <p><input type="checkbox"/> Sprain/strain</p> <p><input type="checkbox"/> Puncture wound</p> <p><input type="checkbox"/> Cut/laceration</p> <p><input type="checkbox"/> Concussion</p> <p><input type="checkbox"/> Bite</p> <p><input type="checkbox"/> Chemical burn/rash/breathing difficulties</p> <p><input type="checkbox"/> No apparent injury</p> <p><input type="checkbox"/> Other (specify): _____</p>	<p style="text-align: center;">MARK AREAS OF INJURY BELOW:</p> <p style="text-align: center;">Areas can be marked by typing an "X" in the text box wherever needed.</p> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <p>Front</p>  </div> <div style="text-align: center;"> <p>Back</p>  </div> </div>
---	---

COMPLETE FOR VEHICLE, EQUIPMENT, OR PROPERTY DAMAGE				
<p>For vehicle accidents: Attach sketch and additional information of how vehicle accident occurred. Include street names, direction of travel, locations of vehicles, objects and traffic control devices (↑ North)</p>				
Incident Location: _____		Time of incident: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.		
Police called: <input type="checkbox"/> Yes <input type="checkbox"/> No		Police Traffic Accident Report ICR #: _____		
City vehicle, property, or equipment involved	Description: _____			
	Vehicle #: _____	Make/Model: _____	Year: _____	
	Describe damage: _____			
Non-city vehicle, property, or equipment involved	Owner full name: _____		<input type="checkbox"/> Driver <input type="checkbox"/> Passenger <input type="checkbox"/> Other	
	Owner address: _____			
	Owner phone number: _____		Vehicle license #: _____	
	Make/Model: _____		Color: _____	Year: _____
	Describe damage: _____			
Weather conditions:	Roadway conditions:	Light conditions:	Approximate temperature: _____ °F	
<input type="checkbox"/> Clear <input type="checkbox"/> Wind	<input type="checkbox"/> Dry <input type="checkbox"/> Mud	<input type="checkbox"/> Night	Estimated speed: _____ mph	
<input type="checkbox"/> Rain <input type="checkbox"/> Cloudy	<input type="checkbox"/> Wet <input type="checkbox"/> Paved	<input type="checkbox"/> Day	Vehicle: <input type="checkbox"/> Loaded <input type="checkbox"/> Empty	
<input type="checkbox"/> Fog <input type="checkbox"/> Sleet	<input type="checkbox"/> Snow <input type="checkbox"/> Unpaved	<input type="checkbox"/> Good	What was load: _____	
<input type="checkbox"/> Snow	<input type="checkbox"/> Ice	<input type="checkbox"/> Poor	Drug and/or alcohol test? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

The Incident/Injury Form should be printed and signed by supervisor and employee. Completed forms can be scanned to accidentreporting@duluthmn.gov.

Supervisor Signature: _____

Date: _____

Employee Signature: _____

Date: _____

EXHIBIT E



WADE STADIUM RENTAL FEE SCHEDULE

Prices below ***do not*** include tax.

Tax exempt organization must submit a certificate of exemption.

Night rates during Jan. 1-June 11 begin at 3:30pm

Night rates during June 12-Dec. 31 begin at 5:00pm

2-7 INNINGS

USAGE

	<u>Spring</u> <u>Jan. 1-June 11</u>	<u>Summer/Fall</u> <u>June 12-Dec. 31</u>
Double Header	\$400	\$265
Single		
Day	\$210	\$135
Night	\$235	\$150

9 INNINGS

Double Header	\$490	\$300
Single		
Day	\$260	\$160
Night	\$285	\$185

USAGE FEE

All Day Tournament	\$570	\$490
Per Hour	\$80	\$60

****2017 Fee Schedule****

EXHIBIT F

Cancellation Policy Wade Stadium and Wheeler Field Athletic Complex

Inclement Weather Field Closures

The City of Duluth's Buildings & Grounds Maintenance Supervisor or designee reserves the right to close Wade and Wheeler facilities/fields due to inclement weather. In case of inclement weather, the scheduled field/facilities are not to be used. Be aware that if organizations use the field/facility during inclement weather, you and your organization will be held responsible for any and all damages that may occur as a result of such use including repair costs and lost revenue due to prolonged closure. It is the user group's responsibility to call the League Hotline at (218) 730-4321 to verify field closures.

Payments/Refund Policy

All payment of fees must occur before use of the Facility.

General Refund Criteria

Type Of Refunds:

Refund

Use of facilities/field rental cancelled by City's Buildings & Grounds Maintenance Supervisor as a result of field conditions.

100% refund

Use of facilities/field rental cancelled by User Group.

Refund to be issued:

- 30 days or more prior to first day of use – 100%
- 14-29 days prior to first day of use – 50%
- Less than 14 days prior to first day of use – No refunds except cancellations due to Cold Weather Game Day Policy shown below.

Use of facilities/field rental cancelled due to Cold Weather Game Day Policy. Applies to games and practices.

100% refund

Cold Weather Game Day Policy:

It is recommended that all conference games will not be started if the "feels like temperature" is at or below 32 degrees Fahrenheit. The official source for the "feels like temperature" is www.weather.com. The game may still be played if both coaches are in agreement, but the "feels like temperature" is not reached. Once a game is started, the umpire-in-chief along with the on-side administrator will be the judge as to the suspension, resumption or termination of the play due to poor weather.

MEMORANDUM

TO: Doug Hasler, CFO/Executive Director of Business Services

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

DATE: March 10, 2017

RE: **Contract for Asbestos Repair HOCHS Basement and Attic**

The attached contracts between ISD 709 and ACCT Inc. are for asbestos consulting work to patch, repair, and clean up asbestos in the basement, attic, and loading dock of HOCHS. The repair work is required to be completed as identified on the 3 year asbestos report. ACCT can begin the work as soon as the contract is signed.

Attached for your signature please find two (2) copies of the contract between ISD 709 and ACCT, Inc. for the asbestos consulting services. After review, please sign and return to the Facilities Management office for processing.

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

Thank you.

cc: Dave Spooner

AGREEMENT

THIS AGREEMENT, made and entered into 7th day of March, 2017, by and between Duluth Public Schools, Independent School District No. 709, a public corporation, hereinafter called ISD 709, and ACCT Incorporated., an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of March 10, 2017 and shall remain in effect until project is complete, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** *Provide asbestos patch, repair, and clean up per quote from March 7th, 2017 and other repairable areas as needed for the basement, attic, and loading dock of Historic Old Central High School (HOCHS). Project Base Quote time and materials not to exceed - \$3,360.00.*
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Contractor's Quote;
 3. Contractors Insurance Policy;
 4. Supplementary Conditions and Insurance Requirements; and
 5. Any other documents identified by ISD 709.
4. **Background Check .** *N/A*
5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$3,360.00. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.
6. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by ISD 709 within 30 days of submission of a proper invoice by the Contractor;
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
7. **Propriety of Expenses.** The fact that ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of

any such item. ISD 709 reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

8. **Ownership of Materials.** ISD 709 reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

9. **Independent Contractor.** Both ISD 709 and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of ISD 709. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

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

11. **Notices.** All notices to be given by Contractor to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of Jason Barsness, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: ACCT Incorporated, 230 Hwy 33 N, Cloquet, MN 55720.

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

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

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

accordance with the laws of the State of Minnesota without regard to conflict of laws considerations.

15. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of ISD 709. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive bidding requirements apply to this Contract that those requirements apply to the award and performance of this Contract.

The Regulations of ISD 709 are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

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

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

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

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

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

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

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

ISD 709 shall be named an additional insured under said policy and proof of this insurance shall be provided to ISD 709. This insurance shall be in at least the amount of \$1,500,000.

22. **Professional Liability:** Contractor is required to maintain insurance protecting it from claims including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract including coverage relating to asbestos and environmental hazards.

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

<u>ISD 709 Employee</u>	<u>Position</u>
Doug Hasler	CFO/Executive Director of Business Services

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

<u>ISD 709 Employee</u>	<u>Position</u>
Jason Barsness	Safety Coordinator

24. **Protection of ISD 709.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

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

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

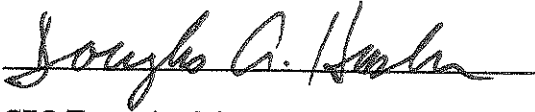
Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709

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

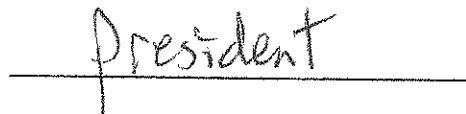
ACCT INCORPORATED





CFO/Executive Director of Business Services

By



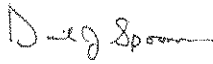
Title



Taxpayer Identification Number

Memorandum

To: Doug Hasler
Director of Business Services

From: Dave Spooner 
Manager of Facilities

Date: March 17, 2017

Re: TKDA Proposal Dated February 6, 2017 - Stowe Playground Professional Services

Attached are two copies of an agreement with TKDA, to provide professional design services as indicated and defined in the attached proposal dated February 6, 2017. This agreement is for design services to renovate Stowes playground as defined in the Districts 10 Year Capital Plan.

The fee for this work in based on an hourly time and material basis in an amount not to exceed \$24,900.00.

Recommendation:

I am recommending that the Director of Business Services enter into an agreement with TKDA, to perform the work scope as defined in the attached February 6, 2017 proposal, on an hourly time and material basis in an amount not to exceed \$24,900.00.

Attachments

AGREEMENT

THIS AGREEMENT, made and entered into 15th day of March, 2017, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and TKDA, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of March 15, 2017 and shall remain in effect until project is complete, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.**
 1. The Scope of Work to be performed by Contractor is described as follows: Outlined in the Proposal for Engineering Services for Grading and Site Design at Stowe Elementary School dated February 6, 2017 as attached.
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Contractors Proposal Dated February 6, 2017;
 3. Contractors Insurance Policy;
4. **Background Check.** *N/A*

Contractor must provide an executed criminal history consent form and a money order or check payable to ISD 709 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, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations on a time and material basis up to a sum not to exceed \$24,900.00. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.

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

- a. Payment shall be made by ISD 709 within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

7. **Propriety of Expenses.** The fact that ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of any such item. ISD 709 reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

8. **Ownership of Materials.** ISD 709 reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

9. **Independent Contractor.** Both ISD 709 and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of ISD 709. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

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

11. **Notices.** All notices to be given by Contractor to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of: David Spooner, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: TKDA, 11 East Superior Street, Suite 420, Duluth, MN 55802, Attn: Jon Loye, PE.

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

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

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

15. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of ISD 709. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive bidding requirements apply to this Contract that those requirements apply to the award and performance of this Contract.

The Regulations of ISD 709 are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

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

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

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

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

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

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

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

21. **Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. ISD 709 shall be named an additional insured under said policy and proof of this insurance shall be provided to ISD 709. This insurance shall be in at least the amount of \$1,500,000.

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

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

<u>ISD 709 Employee</u>	<u>Position</u>
Douglas Hasler	Director of Business Services

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

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

24. **Protection of ISD 709.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

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

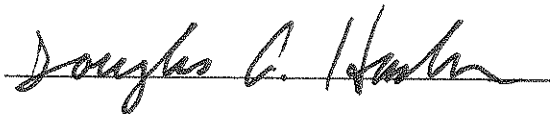
At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

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

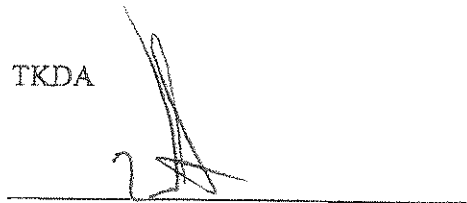
AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709

TKDA



CFO/Executive Director of Business Services



William E. Deitner, PE

President/CEO

41-0579540

Taxpayer Identification Number



11 East Superior Street, Suite 420
Duluth, MN 55802
218.724.8578
tkda.com

February 6, 2017

Via Email Only: David.Spooner@isd709.org

Mr. David Spooner
Manager of Facilities
Independent School District 709
215 North 1st Avenue East
Duluth, Minnesota 55802

Re: Proposal for Engineering Services
Grading and Site Design
Stowe Elementary School, Duluth, Minnesota

Dear Mr. Spooner:

In response to your request, we propose to provide Engineering Services in connection with the Stowe Elementary Playground and Site Improvements project, hereinafter called the Project. Our services will be provided in the manner described in this Proposal subject to the terms and conditions set forth in the attached "General Provisions of Engineer-Architect Agreement" dated July 2009. Hereinafter, ISD 709 is referred to as the CLIENT.

I. PROJECT DESCRIPTION

The playground and adjacent site at Stowe Elementary School are in need of repair. The CLIENT is redesigning the playground to be consistent with its other schools. The CLIENT has requested that TKDA provide a Proposal to perform Grading, Site Design, and Playground Design.

II. KEY PERSONNEL/QUALIFICATIONS

TKDA has the knowledge and experience to provide a quality Project at a reasonable cost. TKDA's staff have experience in performing site design work, including recent work at both Duluth and Hermantown Schools. We are teaming with SAS Architects to aid in the design and layout of the playground. SAS has designed several playgrounds for the CLIENT and is familiar with the equipment and design requirements. We will provide design services from our Duluth, Minnesota, office with our team of experienced professionals as follows:

1. **Jon Loye, PE.** Jon will serve as Project team leader, overseeing the site grading and providing coordination for the TKDA team. Jon has 10 years of work experience in both the public and private sectors, including Duluth and Hermantown school site designs.
2. **Nick Maki, EIT.** Nick has experience in both design and construction of site work, as well as street and utility type projects. Nick will perform CAD work, tabulation of quantities, and develop the construction details and plans for the Project. Nick will assist during construction as well if that is required.
3. **Jon Kamp, LSIT.** Jon has nearly 35 years of experience in land surveying, utility and site grading, and CAD drafting. Jon will prepare the site grading/contour development and basic drainage for the site.
4. **Luke Sydow, PLA.** Luke has worked on numerous playgrounds throughout his 20+ years as a Landscape Architect and will be responsible for the playground orientation within the site along with the developing necessary construction plans and details for the playground. Luke will assist with the overall site design, grading and site elements to create a unified Project.

III. SERVICES TO BE PROVIDED BY TKDA

Based on TKDA's understanding of the Project, we propose to provide the following services:

A. SITE GRADING AND DESIGN

TKDA will use survey information provided to us to create a grading plan and site layout plan for the building project.

B. PLANS AND SPECIFICATIONS

1. Create a topographic survey.
2. TKDA will confirm with City of Duluth Engineering the requirements for post-construction storm water management devices.
3. Develop a construction plan set to grade the site and construct a new playground.
4. Determine if a retaining wall extension is required.
5. Design the playground, including fall protection, select playground equipment, and installation plan consistent with other school layouts.
6. Prepare technical specifications to accompany the plan set.
7. Prepare a Storm Water Pollution Prevention Plan (SWPPP) and erosion control plan for the Project. The Project will require construction-phase BMPs to be installed.
8. Prepare Engineer's Opinion of Probable Construction Costs for the site work.

C. CONSTRUCTION ADMINISTRATION

1. Provide construction staking for grading.
2. Construction inspection of materials and grading work for the Project.
3. On-site construction meetings.

IV. ADDITIONAL SERVICES

If authorized in writing by the CLIENT, we will furnish or obtain from others Additional Services of the types listed below which are not considered as basic services under this Proposal. Additional Services shall be billable on an Hourly Time and Materials basis and such billings shall be over and above any maximum amounts set forth in this Proposal.

- A. Design of footings or structural elements.
- B. Perform boundary survey or locate property lines.

V. CLIENT'S RESPONSIBILITIES

These responsibilities shall be as set forth in Article 8 of the General Provisions and as further described or clarified hereinbelow:

- A. Designate one individual to act as a representative with respect to the work to be performed, and such person shall have complete authority to transmit instructions, receive information, interpret and define policies, and make decisions with respect to critical elements pertinent to the Project. This individual shall be identified in the signature block area of this Proposal.
- B. Provide TKDA with access to the site as required to perform services listed in SECTION III.

Mr. David Spooner
Independent School District 709
Proposal for Engineering Services – Grading and Site Design Stowe Elementary, Duluth, Minnesota
February 6, 2017
Page 3

- C. Provide reviews of materials furnished by TKDA in a reasonable and prompt manner so that the Project schedule can be maintained.
- D. Contact prospective bidders to directly solicit bids.
- E. Submit permit applications and pay any permit fees.

VI. PERIOD OF SERVICE

We would expect to start our services promptly upon receipt of your written acceptance of this Proposal and to complete SECTION III.A services within one month thereafter. The Project will be designed on a schedule to bid construction work and complete construction prior to the 2017-2018 school year

VII. COMPENSATION

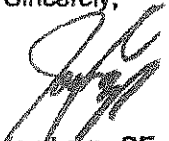
Compensation to TKDA for services provided as described in SECTION III of this Proposal shall be on an Hourly Time and Materials basis in an amount not to exceed \$24,900. Our Hourly Rate Schedule is attached. Payment shall be made in accordance with Article 3 of the attached General Provisions.

The effort required to accomplish SECTION III services can be affected by factors beyond our control. Therefore, if it appears at any time that charges for services rendered under SECTION III will exceed the above, we agree that we will not perform services or incur costs which will result in billings in excess of such amount until we have been advised by you that additional funds are available and our work can proceed.

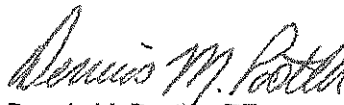
VIII. CONTRACTUAL INTENT

We thank you for the opportunity to submit this Proposal. We agree that this letter and attachments constitute a contract between us upon its signature by an authorized official of Independent School District 709 and the return of a signed copy to us. Please contact Jon Loye at 218.491.7367 or jon.loye@tkda.com if you have any questions.

Sincerely,



Jon Loye, PE
Project Manager



Dennis M. Postler, PE
Vice President, Municipal Services

JML:DMP:prd
ATTACHMENTS: SCHEDULE 3000-S30
GENERAL PROVISIONS

ACCEPTED FOR INDEPENDENT SCHOOL DISTRICT 709

By: _____
(signature) Printed Name/Title Date

CLIENT'S DESIGNATED REPRESENTATIVE:

Name/Title Phone Email



2017 SCHEDULE OF HOURLY BILLING RATES

<u>Classification</u>	<u>Range of Hourly Billing Rates*</u>
Senior Registered Engineer, Architect, Landscape Architect, Senior Scientist, Senior GIS Analyst or Senior Planner	\$ 114.00 to \$ 264.00
Engineering, Architectural, Planning, or GIS Specialist II	\$ 102.00 to \$ 225.00
Engineering, Architectural, Planning, or GIS Specialist I	\$ 72.00 to \$ 141.00
Registered Engineer, Architect, Landscape Architect, Planner, GIS Analyst, Professional Land Surveyor, Scientist, or Certified Interior Designer	\$ 78.00 to \$ 174.00
Graduate Engineer, Planner, Interior Designer, Scientist, GIS Analyst, or Land Surveyor	\$ 60.00 to \$ 99.00
Architectural Designer or Landscape Architectural Designer	\$ 60.00 to \$ 99.00
Technician III	\$ 60.00 to \$ 114.00 **
Technician II	\$ 60.00 to \$ 87.00 **
Technician I	\$ 36.00 to \$ 69.00 **

In addition to the hourly charges, TKDA shall be reimbursed for the following direct expenses when incurred in the performance of the work:

1. Vehicle mileage at current IRS rate per mile.
2. Outside professional and technical services with costs defined as the amount billed TKDA plus 10%.
3. Identifiable reproduction and reprographic costs.

* Rates effective until December 31, 2017.

** For hours worked over 40 hours per week individuals are paid one and one-half times the above rates.

TOLTZ, KING, DUVAL, ANDERSON AND ASSOCIATES, INCORPORATED
General Provisions of Engineer-Architect Agreement

ARTICLE 1. GENERAL

These General Provisions supplement and become part of the Agreement between Toltz, King, Duval, Anderson and Associates, Incorporated, a Minnesota Corporation, hereinafter referred to as TKDA, and the other Party to the Agreement, hereinafter referred to as CLIENT, wherein the CLIENT engages TKDA to provide certain Engineering, Architectural, and/or Planning services. Either Party to this Agreement may be referred to as a "Party" or collectively as "Parties."

As used herein, the term "Agreement" refers to (1) TKDA's original Engagement Letter or proposal (the "Engagement Letter") which forms the basis for the Agreement; (2) these General Provisions, and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions and the Engagement Letter shall govern over any attached Exhibits and these General Provisions.

ARTICLE 2. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in TKDA's Engagement Letter. Any lump sum or estimated maximum payment amounts set forth in the Engagement Letter have been established in anticipation of the orderly and continuous progress of the project in accordance with the schedule set forth in the Engagement Letter or any Exhibits attached thereto.

ARTICLE 3. COMPENSATION TO TKDA

A. Compensation to TKDA for services shall be as designated in the Engagement Letter. The CLIENT shall make monthly payments to TKDA within 30 days of date of invoice.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies TKDA in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case all undisputed items shall be paid and amounts in dispute shall become due upon an adjudicated resolution or upon agreement of the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. TKDA shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys' fees, incurred in connection with collecting amounts owed by CLIENT. In addition, TKDA may, after giving seven days' written notice to the CLIENT, suspend services under this Agreement until TKDA has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that it shall waive any and all claims against TKDA and that TKDA shall not be responsible for any claims arising from suspension of services hereunder.

ARTICLE 4. EXTRA WORK

If TKDA is of the opinion that any work it has been directed to perform is beyond the Scope of this Agreement, or that the level of effort required exceeds that estimated due to changed conditions and thereby constitutes extra work, it shall notify the CLIENT of that fact. Upon written notification to CLIENT, TKDA shall be entitled to additional compensation for same, and to an extension of time for completion absent timely written objection by CLIENT to additional services.

ARTICLE 5. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days' written notice for convenience of either CLIENT or TKDA. In addition, the CLIENT may at any time reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to TKDA. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days' written notice as provided above.

In the event of a termination or reduction in scope of the project work, TKDA shall be paid for the work performed and expenses incurred on the project work and for any completed and abandoned work for which payment has not been made, computed in accordance with the provisions of the Engagement Letter and payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with TKDA's subconsultants, costs of producing copies of file materials and other related close-out costs.

ARTICLE 6. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All documents, including reports, drawings, calculations, specifications, CADD materials, computer software or hardware or other work product prepared by TKDA pursuant to this Agreement are TKDA's Instruments of Service and TKDA retains all ownership interests in said Instruments of Service, including copyrights. Any use or reuse of such Instruments of Service, except for the specific purpose intended, by the CLIENT or others without written consent, verification, or adaptation by TKDA will be at the CLIENT's risk and full legal responsibility. In this regard, the CLIENT will indemnify and hold harmless TKDA from any and all suits or claims of third parties arising out of such use or reuse which is not specifically verified, adapted, or authorized by TKDA.

Copies of documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by TKDA's Engineer or Architect. Files in electronic format furnished to the CLIENT are only for convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files

will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. In the event electronic copies of documents are made available to the CLIENT, the CLIENT acknowledges that the useful life of electronic media may be limited because of deterioration of the media, obsolescence of the computer hardware and/or software systems or other causes outside of TKDA's control. Therefore, TKDA makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

If requested, at the time of completion or termination of the work, TKDA shall make available to the CLIENT at CLIENT's expense copies of the Instruments of Service upon (i) payment of amounts due and owing for work performed and expenses incurred under this Agreement, and (ii) fulfillment of the CLIENT's obligations under this Agreement.

ARTICLE 7. CLIENT'S ACCEPTANCE BY PURCHASE ORDER

In lieu of or in addition to execution of the Engagement Letter, the CLIENT may authorize TKDA to commence services by issuing a purchase order by a duly authorized representative. Such authority to commence services or purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event the terms and conditions of this Agreement conflict with those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by TKDA. In order to implement the intent of Parties to this Agreement, the Parties agree that the Engagement Letter, these General Provisions, and any Exhibits constitute the entire Agreement between them. The Parties further agree that the preprinted terms and conditions of any CLIENT-generated purchase order issued to request work pursuant to this Agreement will not apply to the work, regardless of whether TKDA executes the purchase order in acceptance of the work.

ARTICLE 8. CLIENT'S RESPONSIBILITIES

A. To permit TKDA to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to TKDA:

1. All necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, and interpret and define CLIENT's policies with respect to TKDA's services.
3. Furnish, as required for performance of TKDA's services (except to the extent provided otherwise in the Engagement Letter or any Exhibits attached thereto), data prepared by or services of others, including without limitation, soil borings, probing and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Engagement Letter or any Exhibits attached thereto.
4. Provide access to, and make all provisions for TKDA to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by TKDA, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of TKDA.
7. Give prompt written notice to TKDA whenever the CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of TKDA's services or any defect in the work of Construction Contractor(s), subconsultants or TKDA.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos, petroleum and/or pollution in the project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including petroleum, smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous Materials means any substance, waste, pollutant or contaminant (including petroleum) now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed. CLIENT further agrees it

will, where appropriate, endeavor to identify, remove and/or encapsulate asbestos products, petroleum, pollutants or Hazardous Materials located in the project area prior to accomplishment by TKDA of any work on the project.

If TKDA encounters, or reasonably suspects that it has encountered, asbestos or pollution in the project, TKDA shall cease activity on the project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Engagement Letter, the services to be provided by TKDA do not include identification of asbestos or pollution, and TKDA has no duty to identify or attempt to identify the same within the area of the project.

With respect to the foregoing, CLIENT acknowledges and agrees that TKDA is not a user, handler, generator, operator, treator, storer, transporter or disposer of asbestos, petroleum, Pollutant, or other Hazardous Materials which may be encountered by TKDA on the project. CLIENT agrees to hold harmless, indemnify and defend TKDA and TKDA's officers, subconsultant(s), subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos, petroleum or other Hazardous Materials or waste on the site. This indemnification is intended to apply only to existing conditions present at the site prior to TKDA's commencement of services, and does not apply to conditions that arise subsequent to TKDA's commencement of services that are caused or created by TKDA.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the project, such legal services as the CLIENT may require or TKDA may reasonably request with regard to legal issues pertaining to the project including any that may be raised by contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any contractor has used the monies paid under the construction contract, and such inspection services as CLIENT may require to ascertain that contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
10. Provide "record" drawings and specifications for all existing physical plants or facilities which are pertinent to the project.
11. Act promptly to approve all pay requests, Supplemental Agreements, or requests for information by TKDA as set forth herein.
12. Require all Utilities with facilities in the CLIENT's right-of-way to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the project, submit a schedule of the necessary relocation/protection activities to the CLIENT for review and comply with agreed upon schedule.
13. Provide other services, materials, or data as may be set forth in the Engagement Letter or any Exhibits attached thereto.

B. TKDA shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If TKDA finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, TKDA shall promptly notify the CLIENT.

ARTICLE 9. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Engagement Letter or any Exhibits attached thereto, are made on the basis of TKDA's experience and qualifications and represent TKDA's judgment as an experienced and qualified design professional. It is recognized that TKDA does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of TKDA's cost opinions, must of necessity, be speculative until completion of construction or acquisition. Accordingly, TKDA does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by TKDA to CLIENT hereunder. TKDA assumes no responsibility for the accuracy of opinions of probable project costs or construction costs, and provides these estimates for the sole convenience of the CLIENT for the purposes of general project budgeting.

ARTICLE 10. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the Architect or Engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Construction Phases of the project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and contractor(s), (3) in connection with review of shop drawings and sample submittals, and (4) as a result of and in response to TKDA's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if TKDA is not employed to provide such professional services during the Construction Phases of the project, TKDA will not be responsible for, and CLIENT shall indemnify and hold TKDA (and TKDA's professional associates and consultants) harmless from, all claims,

damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release TKDA (or TKDA's professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which TKDA has undertaken or assumed under this Agreement.

ARTICLE 11. INSURANCE

TKDA shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees, and from claims against it for damages because of injury to or destruction of property.

Also, TKDA shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which TKDA is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

ARTICLE 12. ASSIGNMENT

This Agreement, being intended to secure the personal service of the individuals employed by and through whom TKDA performs work hereunder, shall not be assigned, sublet or transferred without the written consent of TKDA and the CLIENT. Any assignment of the Agreement, or claims arising under or relating to the Agreement without the written consent of both Parties shall be null and void.

ARTICLE 13. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 14. SEVERABILITY

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding between CLIENT and TKDA.

ARTICLE 15. WAIVER OF CONSEQUENTIAL DAMAGES

CLIENT and TKDA waive consequential damages for claims, disputes or other matters in question arising out of or relating to TKDA's services under this Agreement. This mutual waiver of consequential damages applies and survives termination of this Agreement.

ARTICLE 16. LIMITATION OF LIABILITY

In recognition of the relative risks of CLIENT and TKDA relating to the work, CLIENT agrees, to the extent permitted by law, that TKDA's liability to the CLIENT or anyone claiming through CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes including, but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied, of TKDA or its officers, directors, partners, employees, agents, or consultants, or any of them, shall not exceed the total insurance proceeds paid or available on behalf of or to TKDA by its insurers in settlement or satisfaction of CLIENT's claims against TKDA under the terms and conditions of TKDA's insurance policies applicable thereto.

ARTICLE 17. CONFLICT RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and TKDA agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a precondition to any formal legal proceedings.

ARTICLE 18. CONFIDENTIALITY

TKDA agrees to keep confidential and not to disclose to any person or entity, other than TKDA's employees, subconsultants and the general contractor and subcontractors, if appropriate, any data and information furnished to TKDA and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict TKDA from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for TKDA to complete services under the Agreement or defend itself from any suit or claim.

ARTICLE 19. UNDERGROUND UTILITIES

If authorized in the Engagement Letter, TKDA and/or its authorized subconsultant will conduct the research that in its professional opinion is necessary and will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. Such services by TKDA or its subconsultant will be performed in a manner consistent with the ordinary standard of care. The CLIENT recognizes that the research may not identify all underground improvements and that the information upon which TKDA relies may contain errors or may not be complete.

The CLIENT agrees, to the fullest extent permitted by law, to waive all claims and causes of action against TKDA and anyone for whom TKDA may be legally liable, for claims by CLIENT or its contractors for delay or additional compensation relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by TKDA.

COPY

HEALTH CARE STAFFING AGREEMENT FOR SCHOOL SERVICES

THIS AGREEMENT (this "Agreement") is made and entered into this 16th day of March 2017, by and between Interim HealthCare (hereinafter "Service Provider") and Independent School District 709 Duluth Public Schools (hereinafter the "School District").

RECITALS

WHEREAS, the School District is authorized to contract with health care staffing agencies for the provision of health care staffing services; and

WHEREAS, Service Provider is an agency placing health care staff on a temporary basis with those entities in need of such services; and

WHEREAS, the School District desires that Service Provider provide a full range of health care staffing services in such disciplines as needed by the School District (the "Services"); and

WHEREAS, Service Provider is capable of and willing to provide the Services to the School District;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereto mutually agree as follows:

1. This Agreement shall take effect on March 16, 2017, and remain in effect through June 8, 2017, unless terminated earlier in accordance with the terms set forth herein.

2. Service Provider warrants that it is duly licensed and authorized to perform the services that are described herein and has never been excluded from Medicare, Medicaid or any health care benefit program funded by the Federal government.

3. Service Provider warrants that it will provide the School District with licensed (if applicable) and qualified individuals to provide the Services. Service Provider represents that all individuals provided will possess documentation evidencing such license qualifications as required by Federal, State or local statutes, rules, regulations and orders.

4. Service Provider shall ensure that each individual providing Services to the School District has: (a) completed a Skills Checklist and Competency Exam; (b) has the appropriate nursing license, if applicable; and (c) has at least two (2) professional references that have been checked by Service Provider prior to providing any services to the School District. Service Provider further represents that the personnel that it sends to the School District are covered by current malpractice insurance, have submitted a completed Employment Eligibility Verification (Form I-9), and are eligible to work at the School District's schools.

5. Service Provider agrees to obtain and submit to the School District such health information concerning the personnel it provides to the School District as it requires, consistent with applicable law.

6. Service Provider understands and agrees that it will comply and is responsible for complying with all applicable Federal, State and local statutes, rules and ordinances. Service Provider shall adhere to all requirements and protocols as established by and communicated to it by the School District.

7. All Service Provider personnel providing services to the School District shall be subject to approval by the School District. The School District reserves the right to reject the placement of any individual provided to it by Service Provider, consistent with applicable law.

8. Service Provider shall provide the School District with personnel, subject to the availability of appropriate personnel, on an as needed and as requested basis.

9. In consideration for the Services to be rendered by Service Provider to the School District for the period of this Agreement, upon presentation of an invoice by Service Provider evidencing such attendance in accordance with the terms set forth below, the School District will pay Service Provider at the following rates:

RN	\$50.00 per hour
LPN	\$40.00 per hour
CNA	\$26.00 per hour

The above rates apply to all shifts. For each shift worked by one of its personnel, whether a traditional school nurse or private duty school nurse, Service Provider shall bill the School District for each hour worked. Service Provider will bill the School District in fifteen (15) minute increments for partial hours worked.

The School District will be notified in writing of any rate changes. Service Provider will submit these rate changes with 30 (thirty) days of notice prior to rate change taking effect.

In the event that the same nurse works for the School District for more than forty (40) billable hours during any week, the School District shall pay one and one half (1½) times the hourly rate of pay for each hour in excess of the forty (40) billable hour work week. Service Provider shall be available to provide health care staffing services to the School District twenty-four (24) hours a day, seven (7) days a week for the entire calendar year.

If the School District hires any of the personnel provided by Service Provider within twelve (12) months of the last date worked at the School District by such personnel, the School District shall pay Service Provider a placement fee in accordance with the following schedule:

Number of hours worked at School District	Fee: Percentage of annual salary upon hire
Less than 299	30%
300-499	25%
500-699	20%
700-1599	15%
1600-2010	10%
Over 2010	No Fee

10. Service Provider shall furnish time sheets/cards to the personnel it sends to the School District. The appropriate School District designee must sign each time sheet/card. The School District shall maintain a copy of the completed time sheets/cards for verification purposes. These time sheets/cards shall be used by the Service Provider to assess invoice amounts.

11. Service Provider shall submit weekly invoices for services rendered at the end of each week for which Services have been provided. The School District shall pay each invoice within thirty (30) days of its receipt. The invoice shall include time sheets and attendance, types of services rendered and fees payable. The School District shall give Service Provider notice of any invoice dispute within twenty (20) days of its receipt and may withhold payment pending the resolution of such dispute. Failure to timely dispute any invoice shall not be deemed as acceptance and does not act as a waiver of the School District's rights or prevent the School District from availing itself of any remedy or course of action it has at law or in equity at a later date. The School District shall have the right to examine any and all accounting records as they pertain to Services provided by Service Provider.

12. The School District shall have the right to cancel any scheduled shift before the shift is scheduled to begin, provided the School District notifies Service Provider at least two (2) hours prior to the scheduled shift.

13. The School District shall not incur any charges should any personnel placed by Service Provider fail to fulfill a scheduled assignment for any reason whatsoever. Service Provider shall make every effort to locate substitute personnel for the School District upon request.

14. Either party shall have the right to terminate this Agreement with or without cause upon thirty (30) days prior written notice. In event of termination, the parties shall adjust accounts due and Service Provider will provide no additional Services beyond those already scheduled.

15. Service Provider personnel shall prepare and submit forms related to services provided as required by the School District.

16. Service Provider agrees to retain all materials and records relevant to the execution or performance of this Agreement in accordance with the provisions of applicable law, but in no event less than six (6) years from the date of this Agreement.

17. Service Provider shall make personnel available to the School District for purposes of internal peer reviews, external audit systems, grievance procedures, and any other purpose, as reasonably required by the School District, and Service Provider further agrees to participate in any case conference or continuing in-service education conducted by the School District for Service Provider's staff, at the School District's expense at the rates set forth herein.

18. All employees of Service Provider shall be deemed employees of Service Provider for all purposes and Service Provider alone shall be responsible for their work, personal conduct, direction, and compensation. Service Provider acknowledges that it will not hold itself, its officers, its employees and/or its agents out as employees of the School District. Service Provider is retained by the School District only for the purposes and to the extent set forth in this Agreement, and its relationship to the School District shall during the term hereof be that of an independent Service Provider. Neither Service Provider nor its personnel assigned hereunder shall be considered as having employee status with the School District and shall not be entitled to participate in any of the School District's worker's compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs.

19. Service Provider and its employees shall not share or accept any fee or gratuity from the patient or patient's family for service provided pursuant to this Agreement.

20. Service Provider shall identify and hold harmless the School District and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Services under this Agreement, provided that any claim, damages, loss or expense is (i) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) caused in whole or in part by any negligent act or omission of Service Provider, anyone directly or indirectly employed by Service Provider or anyone for whose acts Service Provider may be liable, but only to the extent such claims, damages, losses or expenses are not caused in whole or in part by a party indemnified hereunder. This Section 20 shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that either party would otherwise have under applicable law.

21. The Service Provider shall purchase from and maintain in a company or companies lawfully licensed to do business in the State where the School District is located, such insurance as will protect the Service Provider and the School District from claims set forth below for which the Service Provider may be legally liable, whether such operations be by the Service Provider or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable.

- I. Commercial General Liability Insurance: \$1,000,000 per occurrence/\$3,000,000 aggregate;
- II. Automobile Liability: \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles;
- III. Statutory Workers' Compensation; and
- IV. Professional Liability Insurance: \$1,000,000 per occurrence/\$3,000,000 aggregate.

22. The School District shall provide Service Provider with written materials outlining its policies, procedures, rules and regulations for distribution to the personnel providing the Services hereunder. It shall be the responsibility of Service Provider's personnel to fully familiarize themselves with the subject matter contained therein.

23. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, age, disability, sexual orientation, national origin or sponsorship.

24. All notices required or permitted shall be made in writing by hand delivery or by registered or certified mail, or by a recognized courier service. Notice shall be deemed given on the date of delivery or upon receipt. Notice shall be delivered or mailed to:

Service Provider:

Steven Scignoli
Interim HealthCare
332 West Superior Street, Suite 204
Duluth, MN 55802

School District:

Douglas Hasler, CFO/Executive Director Business Services
Jason Crane, Director Special Services
ISD 709 Duluth Public Schools
215 North First Avenue East
Duluth, MN 55802

25. Neither party shall assign, transfer, or convey any of its respective rights or obligations under this Agreement without the prior written consent of the other party.

26. This Agreement shall be governed by the laws of the State where the School District is located. If any portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

27. This Agreement constitutes the full and complete Agreement between the School District and Service Provider, and supersedes all prior written and oral agreements. This Agreement may not be altered, changed, added to, deleted from, or modified except through the mutual written consent of the parties.


28. The undersigned representative of Service Provider hereby represents and warrants that the undersigned is an officer, director, or agent of Service Provider with full legal rights, power, and authority to enter into this Agreement on behalf of Service Provider and bind Service Provider with respect to the obligations enforceable against Service Provider in accordance with its terms.

29. This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

(Franchisee Name)

(School District Name)

By: 
Steven Scignoli

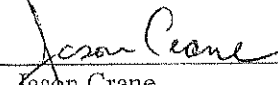
By: 
Douglas Hasler

Title: Business Development

Title: CFO/Exec Director Business Services

Date: 3-16-17

Date: 3-15-17

By: 
Jason Crane

Title: Director Special Services

Date: 3-15-17

ATTACHMENT A
HEALTH CARE STAFFING AGREEMENT FOR SCHOOL SERVICES

Personnel Requirements:

The nursing services will be provided per the student's IEP under the direction of the Duluth Public Schools Director of Special Education:

RN services beginning March 27, 2017 for 5.75 hours per day, Monday – Friday, 8:30 a.m. – 2:15 p.m., except as listed below. Services will be provided on the school bus to and from the student's home and at Piedmont Elementary School during the school day.

Services: Skilled nursing to monitor and treat for seizures during the school bus ride from the student's home in Island Lake to Piedmont Elementary, during the school day at the school, and the school bus ride from Piedmont Elementary back to the student's home in Island Lake.

Seizures lasting longer than 3 minutes are to be treated with Diastat (rectal valium) 10 mg – rectal gel, may repeat once after 5 minutes if still having a seizure per the IEP.

Services are not required when school is not in session: April 3-April 7, 2017 and May 29, 2017

AGREEMENT

THIS AGREEMENT, made and entered into this day 20th of March, 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Michelle Goose, 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 March 20th, 2017, and shall remain in effect until June 30, 2017, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Ojibwe language and cultural Curriculum writer for the Misaabekong Ojibwe Immersion Program. Contractor will be paid \$25.00/per hour up to 150 (one-hundred fifty) hours to write and create Kindergarten-to-3rd Grade literacy, math, social studies, or science materials in the Ojibwe language for use by students and staff at the Misaabekong Ojibwe Immersion Program.
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 \$25.00/hour up to a sum not to exceed \$3,750.00 (three-thousand seven-hundred fifty and no/100 dollars). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

- a. Payment shall be made by the District on the day of service.
- 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 to: Michelle Goose 7278 Morris Thomas Rd W. Cloquet, MN 55720 218-260-9743.

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 Grosse
Contractor Signature

SSN/ Tax Identification Number

3/27/17
Date

William Howes
Initiator - (Contact with questions)

Date

Walter Howard
Program Director

3/29/17
Date

Michelle Grosse
Director of Curriculum and Instruction

3/29/17
Date

Joseph A. Heath
Director of Business Service / Superintendent of Schools

3/31/17
Date

Date: March 2, 2017

To: Doug Hasler - Director of Business Services

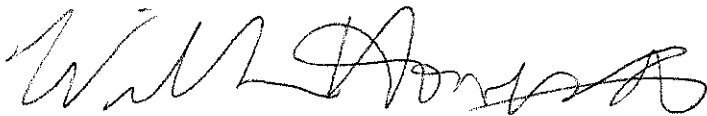
From: William Howes

Coordinator - Office of Education Equity

Subject: Amendment to Contractor Agreement with LaVenda Vann

Refer to *Contract - LaVenda Vann @East 2016-17* of January, 2017

We are requesting to increase the "not to exceed" amount within the existing contract from \$1,300.00 to \$1,800.00 for an additional amount of services outlined within the existing contract. The rate for services rendered will remain the same as within the existing contract. This will allow for 3 additional hours per week for the remainder of this school year.



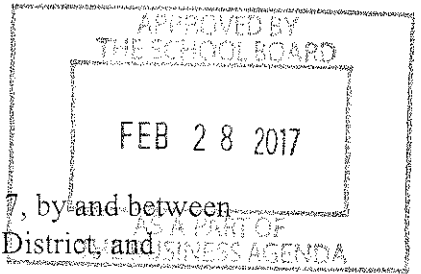
William Howes

Coordinator - Office of Education Equity

ok
DH 3/17/17



AGREEMENT



THIS AGREEMENT, made and entered into this 9th day of January, 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and LaVenda Vann, 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 February 6th, 2017, and shall remain in effect until May 26th, 2017 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Duluth East Leading Ladies Mentoring Program at (East High School) Duluth East Leading Ladies (DELL) is an empowerment/mentoring session provided for high school girls at East. The unique program utilizes a group mentoring model. The activities range from workshops and focus groups to social and cultural field trips. The workshops focus on five main areas: 1. Positive Self Identity and Self Esteem 2. Personal Vision and Goals 3. Social and Emotional Skills 4. Moral Character 5. Academic Success and Work Ethic. The contractor will provide DELL for female students ages 13-18 during lunch periods each day (30-minute sessions) and as a weekly after-school program (1-hour sessions). Overall goals are to increase high school graduation and college acceptance, increase career preparation readiness, improve overall attendance, reduce high school pregnancy and suspension rates. The framework is built around the research-based 40 developmental assets curriculum such as Empowerment, Boundaries and Expectations, Constructive Use of Time, Commitment to learning, Positive Values, Social Competencies, and Positive Identity.

3. **Background Check .**

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 at \$15.00/hour for a maximum of 6 hours/week for 14 weeks of services for performing said obligations up to a sum not to exceed \$1,300.00 (Thirteen-hundred and no/100 dollars). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State

obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the 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 to: LaVenda Vann 309 East 6th street Duluth, Mn 55805 Phone: (218) 340-6696

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.

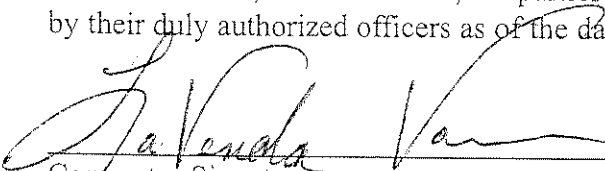
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

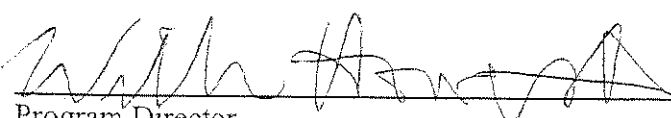
Workers' Compensation Insurance: Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

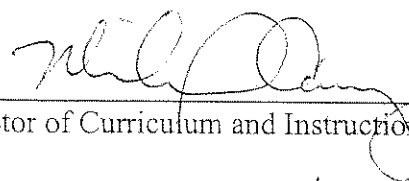
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under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

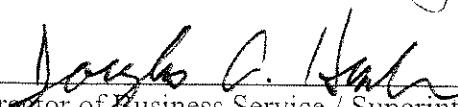
AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

 _____
Contractor Signature SSN/ Tax Identification Number 1-13-17
Date

CAL HARRIS - EAST AC
Initiator - (Contact with questions) _____
Date

 _____
Program Director 1/18/17
Date

 _____
Director of Curriculum and Instruction 1/18/17
Date

 _____
Director of Business Service / Superintendent of Schools 1/23/17
Date



Special Services Department
Independent School District #709
215 N. 1st Ave. E.
Duluth, MN 55802

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **March 3, 2017** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Little Treasures** (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 A _____ 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 3.5 hours a day, 2 day per week, and up to 25 days.
 2. The AGENCY shall perform these services at: **1533 W. Arrowhead Road Duluth, MN 55811.**
 3. The approximate date the service will begin is, **March 3, 2017** and shall not extend beyond **June 2, 2017**; the contract not to exceed a total of **25 Days** (2 Days per Week) and a total cost up to **\$1,075.00.** (\$42.00 per month + \$25.00 Activity Fee).
 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.**
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6 Public Schools

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

Douglas C. Hartler
C.F.O. Executive Director of Business Services

Date *March 12, 2017*

Special Services Department
215 N. 1st Ave. East
Duluth, MN 55802

By _____

Jasm Crane 3/7/17
Director