

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of June, 2019__, by and between Independent School District #709, a public corporation, hereinafter called District, and Nicholas Deshaw__, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

Lead Indigenous games sessions for the Duluth American Indian Education Summer Program, and assist with program activities, trips, supervision, and coordination of daily schedule. Attend and complete summer program starting Monday June 10th, 2019 to Thursday June 27th, 2019.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of June 7, 2019__ and shall remain in effect until June 28, 2019__, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*
see attached

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 2500.00_____.

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 right 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, the 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 compensation, and any other taxes or business license fees as required.

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

Nicholas Deshaw , 4305 W. 6th St. upper unit Duluth MN 55807

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

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

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

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

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

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

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

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

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

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

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

Duluth American Indian Education Summer Program

Dates & Times: Monday June 10th - Thursday June 27th, 2018
see schedule
Location: Laura Mac Elementary School 720 N. Central Ave.
Duluth, 55807 Free parking in the front of the building.

The activities are being offered through the Duluth American Indian Education Program, for students K - 8th grade. Students K-5 must be accompanied and supervised by an adult 18 or over. Bus Passes will be provided and registration is necessary.

Please sign the attached permission slip and return it to the American Indian Education office or the American Indian Home School Liaison at your child's school by Friday June 7, 2018.

Jamie de la Cruz - Myers-Wilkins / Lowell
218-336-8880 x 1230

jamie.delacruz@isd709.org

Babette Sandman - Piedmont/Lincoln Pk.
218-336-8950 x 3274

babette.sandman@isd709.org

Susanna Miller - Laura Mac / Stowe
218-336-8965 x 3148

susanna.miller@isd709.org

Amanda Horton - Ordean / East HS
218-336-8845 x 1002

amanda.horton@isd709.org

Week 1 Monday June 10

Laura Mac / meet in cafeteria

9-10 am Free breakfast in cafeteria

10-12 Northern Indigenous Games

Field across street in front of Laura Mac

12 - 1 pm Lunch / Provided

1-3 pm Afternoon session Activity TBA

Wednesday June 12th

Laura Mac / meet in cafeteria

9-10 am Breakfast in cafeteria

10-12 Indigenous Games

Field across street in front of Laura Mac

12-1 pm Lunch / Provided

1-3 pm Birch Bark Art

Tuesday June 11th

Laura Mac / Meet in cafeteria

9-10 am Free breakfast in cafeteria

10 am Leave to Chester Creek

10:30 - 12 Indigenous Games

12 - 1 pm Lunch / Provided

1 - 2:30pm Nature Hikes / Birch Bark activity

2:30-3 pm Leave / return Laura Mac

Thursday June 13th

Laura Mac / meet in cafeteria

9-10 am Breakfast in cafeteria

10-12 Indigenous Games

Field across street in front of Laura Mac

12 - 1 pm Lunch / Provided

1 - 3 pm Activity To Be Announced

Week 2

Monday June 17

Laura Mac / meet in cafeteria
9-10 am Free breakfast in cafeteria
10-12 Northern Indigenous Games
Field across street in front of Laura Mac
12 - 1 pm Lunch / Provided
1 - 3 pm Afternoon session Activity TBA

Tuesday June 18th

Laura Mac / Meet in cafeteria
9-10 am Free breakfast in cafeteria
10 - 12 Indigenous Games
Field across street in front of Laura Mac
12 - 1 pm Lunch / Provided
1 - 3 pm Gardening Activity

Wednesday June 19th

Laura Mac / meet in cafeteria
9 - 10 am Breakfast in cafeteria
10 am Leave to Lester Park
10:30 - 12 Indigenous Games/Nature Play
12 - 1 pm Lunch / Provided
1 - 2:30 Art Activities/ Nature Walk
2:30-3 pm Leave / Return to Laura Mac

Thursday June 20th

Laura Mac / meet in cafeteria
9 - 10 am Breakfast in cafeteria
10 - 12 Indigenous Games
Field across street in front of Laura Mac
12 - 1 pm Lunch / Provided
1 - 3 pm Art Activity To Be Announced

Week 3

Monday June 24th

Laura Mac / meet in cafeteria
9-10 am Breakfast in cafeteria
10-12 Indigenous Games
Field across street in front of Laura Mac
12 - 1 pm Lunch / Provided
1 - 3 pm Beading Activity

Tuesday June 25th

Laura Mac / meet in cafeteria
9-10 am Breakfast in cafeteria
10 am Leave for FDL Museum
10:30 - 12 FDL Museum / Forestry
12-1 pm Lunch / Provided
1 - 2:30pm FDL Camp/Indigenous Games
2:30 -3 pm Leave /Return to Laura Mac

Wednesday June 26th

Laura Mac / meet in cafeteria
10-12 Indigenous Games
Field across street in front of Laura Mac
12 - 1 pm Lunch / Provided
1 - 3 pm Activity To Be Announced

Thursday June 27th

Laura Mac / meet in cafeteria
Minnesota State Zoo
8 am Depart Laura Mac
10-3 pm Arrive MN Zoo
Lunch Provided
3pm Depart Zoo
5pm Return to Laura Mac Duluth, MN

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 17th day of June, 2019

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND -

Joseph Montano Sr.

OF THE SECOND PART

Background:

- A. Independent School District No. 709 and Joseph Montano Sr. (the "Parties") entered into the contract (the "Contract") dated March 11, 2019 for the purpose of Planning, teaching, and grant writing to provide moccasin game to students in Duluth Public Schools.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
- C. This Agreement is the first amendment to the Contract.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Amendments

1. The Contract is amended as follows:
 - a. Reimbursement. Original reimbursement was not to exceed \$5,000.00 This amendment would increase the not to exceed amount to \$9,000.00

No Other Change

2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

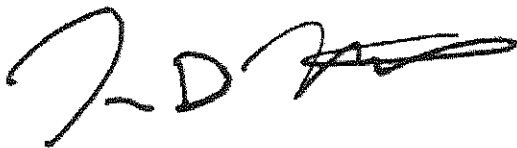
Miscellaneous Terms

3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

Governing Law

4. Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Minnesota, without regard to the jurisdiction in which any action or special proceeding may be instituted.

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.



6/17/2019

Contractor Signature

Date

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

01	605	005	330	340	130500
XX	XXX	XXX	XXX	XXX	XXXXXX



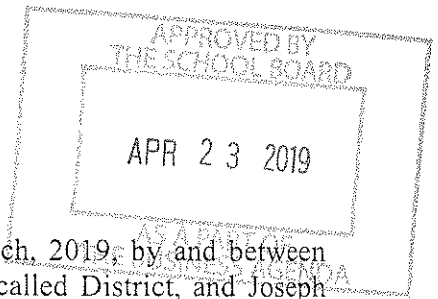
Program Manager

6-17-19
Date

William E. H. ...
CFO/Superintendent

6/13/19
Date

AGREEMENT



THIS AGREEMENT, made and entered into this 11th day of March, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Joseph Montano Sr, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of March 11, 2019 and shall remain in effect until June 30, 2019, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** The Contractor will provide weekly classes on Ojibwe style moccasin game for our American Indian students of Duluth Public Schools. The Contractor will also plan and organize a family community event around Ojibwe style moccasin game May 2019.

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 \$ 5,000 (Five thousand dollars). The Contractor will be paid \$75.00 (Seventy five dollars) hour. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Joseph Montano Sr. 35357 Community Rd. #20 Bayfield, WI 54814

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.

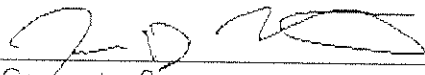
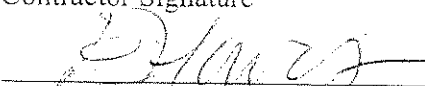
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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.

	_____	3/11/19
Contractor Signature	SSN/Tax ID Number	Date
	_____	3/14/19
Program Director		Date

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

01	1005	005	320	340	130500
XX	XXX	XXX	XXX	XXX	XXXXXX

	_____	3-18-19
CFO/Superintendent of Schools/Board Chair		Date



SALES CONTRACT

CONTRACT #18803

June 3, 2019

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

CUSTOMER

Kathi Marshall
Congdon Park Elementary
3116 East Superior Street
Duluth, MN 55812

SUBSCRIPTION INFO

Salesperson	Quote #	Subscription duration
Daniel Kalafat	591983-2	Sep 1, 2019 – Aug 31, 2022

PAYMENT PLAN

	Amount	Invoice date
Subscription year 1 and Professional Learning Services	\$5,715 (50%) + \$795 = \$6,510	June 24, 2019
Subscription year 2	\$2,858 (25%)	June 24, 2020
Subscription year 3	\$2,857 (25%)	June 24, 2021
TOTAL	\$12,225	

Price valid until June 24, 2019

COMMENTS OR SPECIAL INSTRUCTIONS

Includes complimentary access from July 1 2019- August 31 2019. All student licenses added before August 31, 2022 will include the 22% promotional discount.

ACCEPTANCE OF SALES CONTRACT

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

Acknowledged and agreed to:

AUTHORIZED SIGNATURE

DATE

06/04/19

01-203-435-317-000-143000

Please contact IXL Learning with any questions regarding this sales contract:

Toll-free (855) 255-8800 | Direct (650) 372-4300 | E-mail orders@ixl.com

Completed sales contracts should be faxed to (650) 372-4301 or e-mailed to orders@ixl.com.



TERMS AND CONDITIONS OF SALE

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

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

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

All checks should be mailed to:

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

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

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

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

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

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

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

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

6. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**
- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.
 - b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.
 - c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
 - d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.
- Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.**
7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTHS FEES.
8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.



CPM Textbook Pilot Commitment Letter Agreement

Following is a summary of the CPM Textbook Pilot Program.

1. If approved to participate in the CPM Textbook Pilot Program, CPM will provide teacher and student editions (as listed on the Order Form), additional materials as requested, and associated Professional Development as described in Section 3.
2. The school or district participating in the CPM Textbook Pilot Program must use the CPM materials in accordance with the terms of the "Pilot Agreement" including the Pilot Program Terms and Conditions for **up to one school year** (the "**Pilot Term**").
3. Teachers who will be piloting the materials **must attend the appropriate CPM Professional Development workshop(s)**. CPM believes that teachers need support for the effective implementation of the curriculum. Professional Learning will be scheduled and provided by CPM Teacher Leaders prior to the start of the Pilot Term. The assigned CPM Regional Coordinator will facilitate the scheduling of the Phase One Implementation Workshop.
4. A Price Quote for the full retail cost of the pilot materials is provided with the CPM Textbook Pilot Commitment Letter Agreement. The school or district will pay a non-refundable Pilot Fee of **\$3,500**, as further described in the Pilot Program Terms and Conditions, to cover the cost of using the materials during the Pilot Term. If the materials are purchased at the end of the Pilot Term, the Pilot Fee will be applied as a credit to the total retail cost of the materials listed on the Price Quote.
5. After **February 1st** during the Pilot Term the Pilot Agreement may not be revised to include the shipment of additional print materials.
6. By **April 1st** during the Pilot Term the school or district must **notify CPM whether it WILL or WILL NOT purchase** the pilot materials. This Pilot Agreement preserves the applicable school year's pricing for all materials listed on the Price Quote. If additional materials are ordered or if the decision to purchase the pilot materials occurs after April 1st, the materials will be billed at the then-current market price. **Note: The previous year's pricing for pilot materials cannot be guaranteed after April 1st.**
7. The school or district shall **return this entire CPM Textbook Pilot Commitment Letter Agreement** when **signed** to pilots@cpm.org or fax to (209) 251-7529.



Order Form

The school or district identified below is requesting that CPM Educational Program provide the following quantities of CPM materials in the pilot. Note the following descriptions:

Teacher Edition Bundle = print copy of Teacher Edition web-based TE eBook, Parent Guide with Extra Practice (if applicable), and Toolkit (if applicable).

8-year eBook = license for Web-based eBook without print book.

Core Connections, Courses 1-3 Toolkit = consumable student booklet.

Ordered	Description	ISBN
7	Core Connections Algebra, Teacher Edition Bundle	9781603281560
100	Core Connections Algebra, Student HB with 8-year eBook	9781603281508
2	Core Connections Geometry, Teacher Edition Bundle	9781603282369
10	Core Connections Geometry, Student HB with 8-year eBook	9781603282352
6	Algebra Tiles, Class Set (one per TE: CC1, CC2, CC3, CCA, Int I, Int II)	9781603280136
4	Geometry Mirrors, Set of 12 (two per TE: CCG)	9781603280143

TEACHER INFORMATION

Teacher Name	Teacher email	Courses
Shawn Northey	shawn.northey@isd709.org	CCA
Rachael Stauber	rachael.stauber@isd709.org	CCA
Ed Lewis	ed.lewis@isd709.org	CCG
TBD	TBD@isd709.org	CCA
Tracy Ricketts	tracy.ricketts@isd709.org	CCA
Brenda Florestano	brenda.florestano@isd709.org	CCA
Lana Puttkammer	lana.puttkammer@isd709.org	CCA
Pamela Nelson	pamela.nelson@isd709.org	CCA
Christy Fisher	christy.fisher@isd709.org	CCG



CPM EDUCATIONAL PROGRAM / an educational 501(c)(3) nonprofit
Empowering mathematics students and teachers through exemplary curriculum, professional development, and leadership

By signing this CPM Textbook Pilot Commitment Letter Agreement and Order Form on behalf of the school or district identified below, I agree to the Pilot Program Terms and Conditions. My signature below indicates I am authorized to enter into this Commitment Letter Agreement and submit the Order Form on behalf of the school or district identified below.

	School or District Name: ISD 709 (Duluth MN)
Signatures:	
By:	Gail Netland
Title:	Curriculum Director
Email:	gail.netland@isd709.org
Phone/FAX:	218-336-8700 (1037)
Date of Signature:	6-21-19

CPM Educational Program:
Carmel Draper CPM Pilot Coordinator carmeldraper@cpm.org (209) 745-2055 Ext. 121 FAX: (209) 251-7529
6/19/2019

CONTACT INFORMATION:

	Local Contact
Name:	Patti Bambenek
Email:	patricia.bambenek@isd709.org
Phone:	218-343-3911
	Business Office Information
Title:	Independent School District 709
Address:	201 N. 1st Av. East
City, State, Zip:	Duluth, MN 55802
CPM Regional Coordinator	Lisa Comfort

eBook Administrator
Patti Bambenek patricia.bambenek@isd709.org 218-336-8700 (1037)
Shipping Address (if different)
HOCHS 215 N. 1st Av. E. Duluth MN 55802
Shipping Notes:
Attn: Joan Lancour Joan.lancour@isd709.org

Cathy Erickson, CFO 6/26/19

01-610-005-317-399-130500

Pilot Program Terms and Conditions

The following terms and conditions govern the provision and use of any one or any collection of Goods provided to a school or district participating in the CPM Textbook Pilot Program ("**Participant**") for up to one (1) school year ("**Pilot Term**"), defined below:

1. **Applicability.** (a) Effective on the date the Textbook Pilot Commitment Letter Agreement is signed by Participant and submitted to CPM ("**Effective Date**"), the Commitment Letter Agreement, including these Pilot Program Terms and Conditions (unless CPM has executed a separate written Purchase Agreement with Participant), the Order Form (whether submitted via fax, mail, or email), and any subsequent orders placed after the Effective Date (collectively, the "**Pilot Agreement**") shall govern the provision of, and license to use, textbooks, manipulatives, eBooks, and other materials ("**Goods**") by CPM Educational Program ("**CPM**") to Participant during the Pilot Term.

(b) The Pilot Agreement comprises the entire agreement between the parties and supersedes all prior or contemporaneous understandings, agreements, representations and warranties, and communications, both written and oral with respect to Participant's use of the Goods during the Pilot Term. This Agreement prevails over any general terms or conditions of purchase that may be contained in a standard purchase order issued by Participant regardless if Participant has submitted its purchase order to CPM. Fulfillment of Participant's order pursuant to this Pilot Agreement for the pilot program does not constitute acceptance of any terms contained in Participant's standard purchase order and does not serve to modify or amend this Pilot Agreement.

2. **Delivery.** The Goods will be scheduled for delivery within a reasonable time after the receipt of Participant's Pilot Agreement (via submission of the Pilot Agreement, including the Order Form via fax, mail, or email), subject to availability of finished Goods. CPM is not liable for any delays, loss or damage in transit caused by third parties, including but not limited to publishers, printing companies, couriers or shipping companies. Upon notification by Participant to CPM of any such delays, CPM will work with Participant and the appropriate third party to track the shipment and resolve the issue. If for any reason Participant is not present for the delivery of any of the Goods on the date that the Goods are delivered, or if CPM is unable to deliver the Goods on such date because Participant has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Participant; (ii) the Goods shall be deemed to have been delivered; and (iii) CPM, at its option, may store the Goods until Participant picks them up, whereupon Participant shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

3. **Non-delivery.** The quantity of any installment of Goods as recorded by CPM on dispatch from Shipping Point is conclusive evidence of the quantity received by Participant on delivery unless Participant can provide conclusive evidence proving the contrary. The CPM shall not be liable for any non-delivery of Goods unless Participant gives written notice to CPM of the non-delivery within 7 days of the date when the Goods would, in the ordinary course of events, have been received. Any liability of CPM for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

4. **Shipping.** The Goods will be shipped with the applicable shipping/freight costs paid by Participant. Freight charge will be based on actual charges at time of shipping. Additional freight charges may apply on orders shipping outside the continental United States. Shipping/freight costs are not refundable.

5. **Inspection and Rejection of Nonconforming Goods.** (a) **Inspection by Participant.** Participant shall inspect the Goods within three (3) days of receipt ("**Inspection Period**"). Participant will be deemed to have accepted the Goods unless it notifies CPM in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by CPM. "**Nonconforming Goods**" means only the following: (i) product shipped is different than identified in Participant's purchase order; (ii) product's label or packaging incorrectly identifies its contents; or (iii) product is damaged, for reasons other than being damaged in transit, whereby Participant is unable to make productive use of the product.

(b) **Nonconforming Goods.** If Participant timely notifies CPM of any Nonconforming Goods, upon CPM's confirmation that the Goods are

Nonconforming Goods, CPM shall, in its sole discretion, replace such Nonconforming Goods with conforming Goods. If requested by CPM, Participant shall ship, at its risk of loss, the Nonconforming Goods to CPM as follows: CPM Educational Program, Attention: Returns Department, c/o TC Printing, 1215 G Street, Sacramento, CA 95814. If CPM exercises its option to replace Nonconforming Goods, CPM shall, after receiving Participant's shipment of Nonconforming Goods, ship to Participant, at CPM's expense and FOB Shipping Point, the replaced Goods. Participant acknowledges and agrees that the remedies set forth in Section 5(b) are Participant's exclusive remedies for the delivery of Nonconforming Goods.

6. **Price of Goods.** CPM shall provide to Participant a Price Quote including the full retail price of the Goods (the "**Price Quote**"). The price of the Goods listed in the Price Quote is guaranteed until the Notification Date, defined in Section 7 below. Any orders after the Notification Date will be charged at then-current market prices. Upon acceptance of the Pilot Agreement by CPM, Participant shall pay to CPM a non-refundable fee for the use of the Goods during the Pilot Term which shall be equal to the greater of \$500 or 20% of the full retail price of the Goods as set forth in the Price Quote (the "**Pilot Fee**"). If Participant ultimately purchases the Goods, the Pilot Fee will be credited to the purchase price. If Participant does not purchase the Goods, the Pilot Fee will not be refunded to Participant. All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Participant. Participant is responsible for all applicable charges, costs and taxes; provided, that, Participant shall not be responsible for any taxes imposed on, or with respect to, CPM's income, revenues, gross receipts, personnel or real or personal property or other assets.

7. **End of Pilot Term Purchase or Return of Goods.** Participant shall contact CPM by April 1st of the Pilot Term ("**Notification Date**") to notify CPM whether it will or will not purchase the Goods. If Participant notifies CPM on or before the Notification Date that Participant will not be purchasing the Goods, then CPM will arrange to have the Goods returned. The Goods will be provided to Participant in new condition and shall be returned in substantially the same condition as received, minus normal wear and tear. Return shipments should be packed securely. Participant will be liable for the full retail cost of any portion of the Goods that are not returned. If Participant notifies CPM on or before the Notification Date that Participant will be purchasing the Goods, Participant must remit the purchase price for the Goods (the Price Quote minus the Pilot Fee) to CPM pursuant to Section 8 below and Participant and CPM shall enter into a separate agreement (the "**Purchase Agreement**") governing the purchase and subsequent use of the Goods. If Participant notifies CPM after the Notification Date that Participant will be purchasing the Goods, Participant must remit the purchase price for the Goods (the then-current market price for the Goods minus the Pilot Fee) to CPM pursuant to Section 8 below and Participant and CPM shall enter into a separate agreement (the "**Purchase Agreement**") governing the purchase and subsequent use of the Goods.

8. **Payment Terms.** Participant shall pay all invoiced amounts due to CPM within 30 days after the date of CPM's invoice. Participant shall make all payments hereunder in US dollars by cash, check, or credit or debit card. Participant shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible by law, calculated daily and compounded monthly. Participant shall reimburse CPM for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees and costs. In addition to all other remedies available under this Pilot Agreement or at law, CPM shall be entitled to suspend the delivery of any Goods (including the disabling of any eBook licenses) if Participant fails to pay any amounts when due hereunder and such failure continues for 15 days following written notice thereof.

9. **License Grant.** In consideration of CPM's grant of the license and conditioned upon Participant's performance of its obligations and conditions under this Pilot Agreement, including Participant's Professional Learning Commitment as set forth in Section 10 of this Pilot Agreement, CPM hereby grants to Participant a fixed-term, non-exclusive, non-sub-licensable, non-transferable, limited license to use the Goods provided by CPM and described in the Order Form throughout the world, during the Pilot Term, solely for educational purposes in accordance with this Pilot Agreement and the Website Terms of Use (collectively, the "**License**"). Under the License, Participant may make physical copies of Goods provided by CPM for educational, non-commercial use in Participant's classroom(s) or

school(s). Participant may employ projection equipment to use the Goods for instruction of groups of students. Participant and its employees, contractors, and affiliates may not reproduce or use Goods provided by CPM for any commercial or non-educational use. Participant may not place or cause to be placed any part or excerpt of any Goods from CPM on the internet or in any place outside of the Participant's school and accessible to the public. Participant's teachers shall use the Goods in the manner described in the teacher notes, newsletters and workshops. For example, teachers shall use student pairs or study teams for most of the problems designated as in-class work, assign the designated in-class work during class time and not for homework, and use alternative approaches to assess for understanding whenever possible. Unless otherwise provided in the License, Participant shall not use CPM's name, logo, or any other CPM mark or copyright without the prior written permission of CPM, which permission may be given or withheld in CPM's sole discretion.

10. Professional Development Commitment. During the Pilot Term, Participant shall send its first-time teachers of a CPM course to attend CPM's complimentary Phase One implementation workshops and meetings for that course ("**Programs**"). Participant agrees to provide release time to its teachers to attend such Programs during the school-year and to provide the necessary materials (i.e., manipulatives, textbooks and calculators) for its teachers to participate in the Programs. CPM's assigned Regional Coordinator will assist with scheduling professional development workshops for Participant's teachers.

11. Limited Warranty. CPM DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE AND FITNESS FOR A PARTICULAR PURPOSE.

12. Limitation of Liability. IN NO EVENT SHALL CPM BE LIABLE TO PARTICIPANT FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR IF CPM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CPM'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNT OF THE PILOT FEE PAID BY PARTICIPANT.

13. Termination. In addition to any remedies that may be provided under this Pilot Agreement, CPM may terminate this Pilot Agreement, including any license(s) granted hereunder, with immediate effect upon written notice to Participant, if Participant: (i) fails to pay any amount when due under this Pilot Agreement; (ii) has not otherwise performed or complied with this Pilot Agreement, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. Upon early termination of the License, Participant must destroy or turnover to CPM all Goods provided by CPM, at CPM's option. Provisions of this Pilot Agreement which by their nature should survive any termination or expiration of this Pilot Agreement shall survive.

14. Confidentiality. (a) Confidential and Proprietary Information. At all times hereafter, the parties shall keep in confidence and trust all confidential and proprietary information (including, without limitation, information on a party's finances, employees, students, or alumni) that a party learns of or receives during the term of this Pilot Agreement, and will not use, reproduce, or disclose to others any confidential information without the disclosing party's advance written consent, except as may be directly necessary in the ordinary course of performance of the Pilot Agreement, or as otherwise may be required by law.

(b) Student Records. If Participant provides CPM with any "personally identifiable information" from student education records as defined by the Family Educational Rights and Privacy Act, the Children's Online Privacy Protection Act, the California Online Privacy Protection Act or any of such Acts' associated implementing regulations (collectively, "**Protected Information**"), Participant hereby certifies that access to Protected Information is necessary for CPM to perform its duties and responsibilities under this Pilot Agreement, and the parties

agree that CPM shall be subject to, and shall comply with, the same conditions and restrictions on the use and re-disclosure of Protected Information as apply to Participant pursuant to applicable law. Participant further certifies that it has obtained all parental consents necessary under the applicable local, state, and federal laws, and the laws of any foreign jurisdictions (as applicable). Participant's failure to comply with these provisions, or Participant's failure to abide by legally applicable security measures, parental consent requirements, and disclosure and re-disclosure restrictions with regard to Protected Information, shall constitute a material breach of this Pilot Agreement. Participant agrees to indemnify, defend, and hold harmless CPM against any breach of the Family Educational Rights and Privacy Act, the Children's Online Privacy Protection Act, or the California Online Privacy Protection Act resulting from the provision of Protected Information to CPM under this Pilot Agreement.

15. Force Majeure. CPM shall not be liable or responsible to Participant, nor be deemed to have defaulted or breached this Pilot Agreement, for any failure or delay in fulfilling or performing any term of this Pilot Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of CPM including, without limitation, acts of God, fire, governmental actions, war or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, epidemic, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of 30 days, Participant shall be entitled to give notice in writing to CPM to terminate this Pilot Agreement.

16. Assignment. Participant shall not assign any of its rights or delegate any of its obligations, liabilities, or rights under this Pilot Agreement without the prior written consent of CPM. Any purported assignment or delegation in violation of this Section is null and void.

17. Governing Law; Jurisdiction. All matters arising out of or relating to this Pilot Agreement are governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws rules. Any proceeding arising out of or relating to this Pilot Agreement shall be instituted in the federal or state courts located in the City and County of Sacramento, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such proceeding.

18. Compliance with Law. Participant shall comply with all applicable laws, regulations and ordinances and with all export and import laws of all countries involved in the sale of Goods under this Pilot Agreement.

19. General Provisions. Nothing contained in this Pilot Agreement shall be construed to create any agency, partnership, or other form of joint enterprise between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No provision of this Pilot Agreement is intended to confer any benefit upon any third party and no third party shall have the right to enforce any provision of this Pilot Agreement. No waiver of any of the provisions of this Pilot Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. This Pilot Agreement may only be amended or modified in a writing signed by an authorized representative of each party. This Pilot Agreement shall be interpreted in an even-handed manner and without regard to any presumption against the party that was responsible for its drafting. If any provision of this Pilot Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby, unless the effect of such severance would be to alter substantially this Pilot Agreement or the obligations of the parties, in which case this Pilot Agreement may be immediately terminated.



Workshop Contract

This contract is between The Math Learning Center and Duluth Independent School District 709.

Duluth Independent School District 709 agrees to purchase the following workshop for \$ 4000, net 30. The workshop fee includes all travel expenses incurred by the workshop leader(s). Duluth Independent School District 709 agrees to pay the total fee even if fewer than 30 enroll.

The maximum enrollment for this workshop is 30 participants. Should Duluth Independent School District 709 exceed maximum enrollment, a \$100.00 fee per additional participant WILL be assessed. No exceptions.

Workshop: Bridges Intervention Gr. K-5
Event ID: 2019-778
Enrollment: 30
Grade Level: Gr. K-5
Dates: Sep 10-11, 2019
Time: T, W 8:00a-3:00p w/ an hour lunch on both days
Site: Duluth Independent School District 709 Room 318

The Math Learning Center invoices Duluth Independent School District 709 for the above workshop fee. Payment is made by Duluth Independent School District 709 to The Math Learning Center. Should Duluth Independent School District 709 cancel this workshop, The Math Learning Center reserves the right to invoice Duluth Independent School District 709 for travel expenses incurred by the instructor (s).

Duluth Independent School District 709

The Math Learning Center

by *[Signature]*

by Shanel Parette

[Signature]

Workshop Support Specialist 6/10/2019

Title: *[Signature]* Date

Date

Budget code 01-610-005-317-000 130500

The Math Learning Center www.mathlearningcenter.org

PO Box 12929, Salem, OR 97309-0929 Tel 503 370-8130 Fax 503 961-0132

[Signature]

Catherine Erickson, CFO 6/10/19

MLC WORKSHOP INFORMATION

The Math Learning Center is pleased to provide the following information in support of the workshop listed below. We appreciate your assistance in making this an outstanding experience for participants. Our workshop leader will be in contact to discuss site directions, lodging recommendations, a set up time and the specific needs of your teachers.

Workshop: Bridges Intervention: , Gr. K-5

Event ID: 2019-778 **GL Code:** 5040-4

Duluth Independent School District 709 Room 318
215 N First Ave E
Duluth MN 55802

Sep 10-11, 2019 T, W 8:00a-3:00p w/ an hour lunch on both days

Leader 1: Beth Chinderle

Austin TX

Hm Ph:

Cell: 512-923-3239

Email: bethc@mathlearningcenter.org

Contact: Joan Lancour

Duluth Independent School District 709

215 N First Ave E.

Duluth MN 55802

Hm Ph:

Wk Ph: 218-336-8711

Cell:

Email: joan.lancour@isd709.org

Leader 2

(if any): Hm Ph:

Cell:

Email:

Leader 3

(if any): Hm Ph:

Cell:

Email:

Additional recommended points to discuss :

*Number of participants at each grade level?

*Availability of internet access and audio-visual equipment (e.g., doc camera)

Contact The Math Learning Center for more information:

MLC Workshop Support

PO Box 12929

Salem, OR 97309-0929

1-800-575-8130

(503) 370-8130 / fax (503)961-0132



The MATH LEARNING CENTER

— *making sense of math* —

Dear workshop participant,

Your school has indicated that you are registered for an upcoming Getting Started with Bridges Intervention workshop. We are pleased that you will be taking part; this letter provides some important details.

Please check with the appropriate person in your school about obtaining your Bridges Intervention materials. You will also have online access to your teaching materials on the Bridges Educator Site (BES). A BES account for your school has been created, but you will need to create a username and password. Please contact the person coordinating your workshop for the BES registration link.

Please bring the following Bridges Intervention items to the upcoming workshop:

- Bridges Intervention Teachers Guides
 - Volumes 1, 2, 5, and 6
 - *or*
 - Laptop or tablet and your BES login information (phones are too small for the purposes of this workshop)
- Paper and writing utensil for note taking
- Sticky notes
- Highlighters
- Lunch and snacks

Reminder: To ensure the best possible learning experience, please arrive on time and stay for the duration of the workshop.

Best regards,

MLC Professional Development Team

Post Office Box 12929
Salem, Oregon 97309

TEL: 800-575-8130 | 503-370-8130
FAX: 503-370-7961

www.mathlearningcenter.org

**Regents of the University of Minnesota ("University")
Short Form Services Agreement (\$25,000 or less)**

Department Name: Minnesota Center for Reading Research		Customer: Duluth Public Schools ISD 709
Address: 215 North 1 st Ave East, Duluth, MN 55802		
Phone:	Fax:	Email: Gail.Netland@ISD709.org
Dept. ID No.: 11250	I/ESAF No.: 1696	(No contract assigned) Do not send to External Sales)
Term Start Date: 05/07/19		Term End Date: 09/13/19
Description of Services: One full-day workshop on September 12, 2019 covering PRESS tier 2 review and making decisions with progress monitoring data (max 50 participants; one presenter).		
Provide details and pricing (or enter "see attached Exhibit A"): \$2,900.00 presentation and travel fees. Additional materials fees (PRESS Intervention Manual [\$75.00 each] & 12-month website subscription [\$75.00 each or \$1,500 site license]) to be determined no later than one week prior to workshop date. Materials will be billed in addition to workshop/presentation services.		
Check One: <input checked="" type="checkbox"/> Single Sale <input type="checkbox"/> Repeating/Multiple Sale		
		Price per Service: \$ 2,900.00 plus materials (see above)
		TOTAL Compensation: \$ 2,900.00 plus materials (see above)

1. What the University Will Provide. Under this Agreement, University will provide external sales services as described and for the fee set forth above.

2. What You Will Receive. You will receive a service, a report indicating the results of your requested services and/or the materials described above.

3. Exclusive Terms and Conditions. These terms and conditions are the sole and exclusive terms and conditions applicable to this Agreement. University objects to, and rejects, all other terms and conditions contained in any document provided by Customer at any time. Any handwritten changes to the terms of this Agreement shall be ignored and have no legal effect unless initialed by both parties. Any performance under this Agreement will be deemed acceptance of these terms and conditions and provisions and specifications on the face and Exhibit A of this Agreement and attachments, if any.

Customer agrees that any additional or different terms and conditions on its documents (acknowledgements, invoices, website, purchase order, etc.) shall not be binding on University, notwithstanding any legend on such document.

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

5. Disclaimer of Warranty and Liability. WHILE THE SERVICES WILL BE PERFORMED IN A PROFESSIONAL MANNER, UNIVERSITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE WORK TO BE PERFORMED OR THE DELIVERABLES TO BE PROVIDED. IN NO EVENT

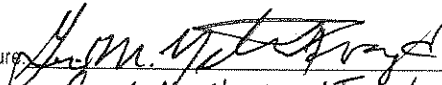
SHALL UNIVERSITY BE LIABLE FOR ANY SPECIAL, INDIRECT (INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOST PROFITS, OR LOSS OF DATA), INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OF ANY KIND, RESULTING FROM WHATEVER CAUSE WHETHER IN AN ACTION UNDER THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE WORK TO BE PERFORMED OR THE DELIVERABLES TO BE PROVIDED UNDER THIS AGREEMENT. IN NO EVENT SHALL UNIVERSITY'S TOTAL LIABILITY TO YOU FOR ANY AND ALL DIRECT DAMAGES EXCEED THE AMOUNTS PAID TO UNIVERSITY UNDER THIS AGREEMENT.

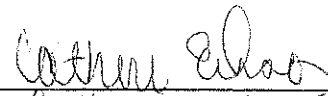
6. Indemnification and Insurance. You agree to indemnify, defend, and hold harmless University against any and all claims, costs, or liabilities, including attorneys' fees and court costs for any loss, damage, injury, or loss of life arising out of (i) use by you (or any third party acting on behalf of or under authorization from you) of information, reports, deliverables, materials, products or other results of University's work to be performed or deliverables to be provided under this order, or (ii) your infringement of a third party's intellectual property rights or violation of any law, rule, or regulation in the provision of any samples to the University. In the event the services are conducted for commercial use or purpose, you represent that you have in force a policy of general liability insurance, with limits not less than \$1,000,000 each occurrence, and you agree to furnish proof of such insurance upon request.

7. Applicable Law and Jurisdiction. Minnesota law, without regard to principles of conflict of laws, will govern these terms and conditions. Any dispute relating to this Agreement shall be heard in state court in Hennepin County, Minnesota and you consent to jurisdiction in such courts for this purpose.

8. Use of University Name. Use of University name, logos and other marks of the University, or of any University employee in any publicity, advertising, or news release without the prior written approval of an authorized representative of University is prohibited.

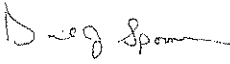
By signing below, you are indicating your agreement to the above terms and conditions. If you are submitting this order on behalf of a company or institution, you represent that you have the authority to bind such entity to these terms and conditions. In such case, references to "you" or "your" shall apply to the entity on whose behalf you are signing.

Signature: 
 Print Name: Gail M. Netland-Floyd
 Title: Director of Curriculum & Instruction
 Date: 5-31-19


Catherine A. Erickson
CFD
06/03/19

Memorandum

To: Ms. Cathy Erickson / CFO Executive Director of Business Services

From: Dave Spooner 
Manager of Facilities

Date: June 20, 2019

Re: Architectural Resources Inc. Proposal for Design Fee's dated June 14th 2019 -
Lincoln Park Middle School New Bathroom Construction Project.

Attached are two copies of an agreement with Architectural Resources Inc. This agreement is to perform design and professional services as defined in the attached proposal to reconfigure two rooms and construct such into an accessible toilet and shower room.

The contract sum for this work as defined is a **lump sum cost of \$14,500.00 plus qualified reimbursable expenses.**

Recommendation:

I am recommending that Ms. Cathy Erickson, CFO/Executive Director of Business Services, enter into agreement on behalf of the School District with Architectural Resources Inc. for a **lump sum cost of \$14,500.00 plus qualified reimbursable expenses.**

Attachments:

AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of June 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and ARCHITECTURAL RESOURCES INC., an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of June 17th, 2019, and shall remain in effect until the project is complete, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Perform services as defined in attached proposal dated June 14, 2019, for professional and design services as related to the new toilet/bathing room in the ASD suite as defined for a **lump sum cost of \$14,500.00 plus qualified reimbursable expenses.**
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. **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 a **lump sum cost of \$14,500.00 plus qualified reimbursable expenses.**

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

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of David Spooner, Manager of Facilities, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail care of ARCHITECTURAL RESOURCES INC., 126 East Superior Street, Duluth MN 55805.

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

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

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

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

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

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

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

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

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

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

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

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

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

operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in at least the amount of \$1,500,000.

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

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

<u>District Employee</u>	<u>Position</u>
Cathy Erickson	CFO/Executive Director of Business Services

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

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

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

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

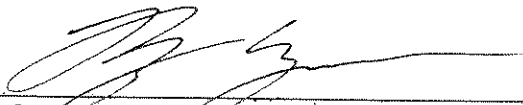
In all respects, the Contractor shall represent the interests of the District and act to protect those interests and endeavor to guard the District against defects, deficiencies and omissions in the performance of the work.

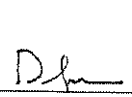
24. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between the district and the Consultant shall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

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

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

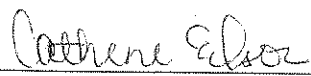
AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.


 ARCHITECTURAL RESOURCES, INC. Signature 41-0988307 SSN/Tax ID No. 6-20-2019 Date


 Program Director Jeanne 6/25/19 6-20-19 Date

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

01	420	005	419	000	1520.00


 CFO/Executive Director of Business Services 6/19/19 Date

Memorandum

**To: Cathy Erickson
Dave Spooner**

From: Jason Barsness

Date: June 5, 2019

Re: QUOTE #4319- Asbestos 3 Year Re-inspection – District Wide

Quotes were solicited from five contractors for the Asbestos 3 Year Re-inspection - District Wide. Two quotes were received in response to the School District's request for quotes. Twin Ports Testing, Inc., 1301 North 3rd Street, Superior, WI, submitted the lowest responsible quote with a value of \$15,405.00.

Recommendation:

It is recommended to approve the contract with Twin Ports Testing, Inc. to complete the work defined in Quote #4319 - Asbestos 3 Year Re-inspection for a total amount of \$15,405.00 with an Add Alternate to collect bulk sampling, authorized in advance by the District, at a rate of \$32.00 per sample.

Attached please find three (3) copies of the contract between ISD 709 and Twin Ports Testing, Inc. for the Asbestos 3 Year Re-inspection. After review, please sign and return to the Facilities Management office for processing.

Attachment

AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of May, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Twin Ports Testing II, Inc., 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 May 3, 2019 and shall remain in effect until November 11, 2019, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Perform all work as specified in Quote #4319 Asbestos 3 Year Re-Inspection; project base quote time and materials not to exceed \$15,405.00.

Add Alternate #1: If additional bulk sampling is necessary, each bulk sample shall not exceed \$32.00 per sample and must be **authorized in advance by the District.**

This Contract consists of the following:

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

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

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 \$ 15,405.00 for base quote time and material. Add Alternate #1: If additional bulk sampling is necessary, each bulk sample shall not exceed \$32.00 per sample and must be **authorized in advance by the District.** Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Barsness, 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: Twin Ports Testing II, Inc., Attn. Brett Carlson, 1301 North 3rd Street, Superior, WI 54880.

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.

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

<u>ISD 709 Employee</u>	<u>Position</u>
Cathy Erickson	CFO/Executive Director of Business Services

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

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

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

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

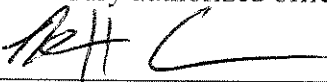
In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

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


Contractor Signature

82-1780516
SSN/Tax ID Number


5/29/19
Date

Program Director

Date

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

05	865	005	358	000	130500
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CFO/Superintendent of Schools/Board Chair

6/4/19
Date

**DULUTH PUBLIC SCHOOLS/DULUTH HEAD START-YWCA EARLY CHILDHOOD
CENTER COLLABORATION AGREEMENT
2019-2020**

1. THE PURPOSE OF THE COLLABORATION

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

2. BRIEF DESCRIPTION OF THE COLLABORATION

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

3. PARTIES INVOLVED AND KEY COLLABORATION CONTACT PERSONS

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

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

A. Child Health and Developmental Services

Description:

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

Responsibility:

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

Director
-YWCA Early
Childhood Program
Director

B. Education and Early Childhood Development

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

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

C. Child Health and Safety

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

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

D. Child Nutrition

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

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

E. Child Mental Health

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

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

F. Family Advocacy

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

Responsibility:

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

YWCA EARLY CHILDHOOD CENTER RESPONSIBILITIES:

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

5. PROGRAM DESIGN AND MANAGEMENT:

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

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

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

6. PROGRAM COORDINATION EXPECTATIONS

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

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

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

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

7. EVALUATION AND PROGRAM IMPROVEMENTS

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

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

PARTICIPATION AND ELIGIBILITY GUIDELINES

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

8. BUDGET

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

Code-1303/1305	Contracted Services	5000.
	Building Maintenance/Equipment	2000.
Code-136602	Travel/Conference Fees/Trainings.	1000.
Code- 1403	Classroom Supplies	2000.
Code-1430	Food	2000.
Total-		\$12,000.

9. TERMINATION OF AGREEMENT

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

Made and entered into this 19 day of June 2019

Katie Bakke
Printed Name
YWCA Early Childhood Official

Katie Bakke
Signature
YWCA Early Childhood Official

Pamela M. Rees
Printed Name
Duluth Head Start Director

Pamela M. Rees
Signature
Duluth Head Start Director

Catherine Erickson
Printed Name
ISD 709

Catherine Erickson
Signature
ISD 709

04-579-005-285-000-130500

YEARBOOK SALES AGREEMENT		Contract Years:	2020	Job #:	10543320		
Account Name: Lakewood Elementary School				LID #:	35711		
Address: 5207 N Tischer Rd	City: Duluth	State: MN		Zip: 55804			
Phone #: 218-336-8870	Enrollment:						
School Year Open Date:	Adviser Name: Sandy Benson						
School Year Close Date:	Adviser Email: sandra.benson@isd709.org						
Welcome Packet: Yes	Adviser Phone:						
Ship Yearbooks To: Account	Alt Address Name:						
Send Invoice To: Account	Street Address:						
School Purchase Order Number:	City, State, Zip:						
YEARBOOK SPECIFICATION INFORMATION			YEARBOOK DATES:				
Size: 7	Base Price \$ 15.13		Cover Deadline:	12-02-2019			
Number of Pages: 24	Price		Final Quantity Deadline:	03-30-2020			
Number of Copies: 101			Expected Arrival Date:	05-15-2020			
			Cover and page deadlines will vary based on what enhancements are applied and based on the number of pages within your book. Exact deadline dates will be reflected on the Lifetouch Yearbook website dashboard upon enrollment.				
COVER & BINDING TYPE			Set up Parent Notify:	Yes	Date		
Cover & Binding Type: Soft Cover - Saddlestitched (Size 7 only)	Free		Activate YBPay:				
COVER AND ENDSHEET UPGRADES			Sales Flyer Need by Date:				
Design: Signature Design	Free		1st Back to School Sale:				
Foil Imprinting: Foil School Name & Year (1 or 2 lines)	Free		2nd Yearbook Sale:				
Foil Spine Imprinting:			FRN's Need by Date:				
Personalization: Foil Names - 1 Line	\$ 4.00		PORTRAIT INFORMATION				
Foil Icon:			Photographed by Lifetouch:	Yes			
Endsheets (Hardcovers Only):			Associated Picture Days APO ID(s)				
BOOK ENHANCEMENTS			SALES REPRESENTATIVE USE ONLY				
Paper: Gloss Paper 80# (Default)	Free		Signing Info:	<input checked="" type="checkbox"/>	5FB	<input type="checkbox"/>	ODC
Supplements:				<input type="checkbox"/>	LV1	<input type="checkbox"/>	LV2
Foldout/Gatefolds (Premium):	Additional charges may apply for premium cover, endsheet or book upgrades and applications. Changes to the estimated total will be documented for approval prior to finalization.			<input type="checkbox"/>	SIMPLE4	<input type="checkbox"/>	QTYB
CONSUMER ENHANCEMENTS			YBPay:	Direct			
Zoom Version: Elementary (Size 7 only)	Price		Cut-Out Pages:	Yes			
Zoom: Taped - (Diff Quantity)			SPECIAL OFFERS/COMMENTS				
Auto inserts: 4-Page Autograph Insert							
Signing Pen:							
Yearbook Stickys: Yes							
Cover Keeper™ Dust Jackets:							
Packaging Program (B): Yes							
SPECIAL QUOTE / PREMIUM APPLICATIONS	Price						
Estimated Freight							
Freight Model Actual Cost							
*Estimated Total:							
Per Copy							
Deposit Rate NA							
* School Price excludes any applicable taxes. Lifetouch is required by State Law to apply the appropriate tax on the final invoice. If tax exempt, please supply official documentation. Changes to the estimated total will be documented for approval prior to finalization.							
Lifetouch Representative	Rep Code:	The School, by its authorized representative, designates Lifetouch National School Studios Inc. (Lifetouch) as the School's yearbook publisher for the Agreement years and authorizes and directs Lifetouch to print the materials as specified during the terms of this Agreement. This Agreement is subjected to the terms and conditions on the reverse side and final approval by Lifetouch sales management.					
Sarah Wise	MIG1	Authorized School Representative (Print)		Title			
Lifetouch Representative Phone # / Email Address	612-219-3303 sarah.wise@lifetouch.com		Catherine A. Erickson		CFO		
Lifetouch Representative (Signature)	Sarah Wise		Authorized School Representative (Signature)		Date		
		Catherine Erickson		6-7-19			
OFFICE USE ONLY: (B)=Base, (M)=Mid, (P)=Premium							

Terms of the Publication Agreement

THIS PUBLICATION AGREEMENT includes the Terms on the front and back of this form and cannot be changed except in writing, signed by the School and Lifetouch National School Studios, Inc. ("Lifetouch").

LIFETOUGH will provide materials in the form of yearbook kits, layouts, envelopes, instructions and a production schedule for the programs selected to enable the School to prepare its yearbook for printing. The School agrees to prepare and submit all materials, including photographs, graphics and clip art in accordance with the instructions and deadline schedules.

INTERNET-BASED APPLICATION: Some of the Lifetouch products and services are provided through an Internet-based application ("Application"). By selecting an Application, the School authorizes Lifetouch to transmit information, including images, to and from the School and Lifetouch, its affiliated companies, their employees, agents and representatives. The School agrees to comply with the security features of the Application and to protect and control access to the Application, including without limitation, user access credentials.

EMAIL COMMUNICATIONS: Many yearbook communications between Lifetouch and the School will be by email. The Yearbook Adviser email address designated on the front of this Agreement, or such other email address as provided by the School, will be an agreed communication address and communication method. The School agrees to regularly monitor and keep secure the email address and advise Lifetouch promptly of any changes.

PHOTOGRAPHS AND GRAPHICS: Lifetouch reserves the right to crop photographs, graphics, clip art and other materials as deemed necessary by Lifetouch and is not liable for their loss or damage. Lifetouch will make a reasonable effort to return original materials but does not guarantee their return.

PROOFS: So that production will not be delayed, the School agrees to check proofs and return them in the envelope provided or approved via the Web site within 48 hours after receipt. Delay in returning proofs will delay delivery of the yearbooks.

DELIVERY: For on-time delivery, Lifetouch must receive the materials for the correct pages (including cover selection and final order quantity) on or before the deadline dates indicated on the front of this Agreement as may be updated via the Web site. Lifetouch is excused from meeting the requested ship date if pages are not in the plant by the specified deadline date. Handwork in the book or on the cover will require the final deadline to be one week earlier. Books will be shipped to the School.

ADDITIONAL CHARGE ITEMS: The School agrees to pay for artwork provided by Lifetouch, corrective work on School material and non-standard composition or layout. All artwork and custom design work provided by Lifetouch, including any embossing or debossing dies and designs developed at the School's expense, are provided to the School on a nonexclusive basis, and Lifetouch retains all copyrights therein. Charges will be discussed with a School Representative and appear on the final invoice. If the School misses deadline dates and desires to maintain originally-scheduled ship date, the request will be considered based on available capacity. If capacity is available, the School agrees to pay the then current weekly fee.

END USER BOOK SALES: As a convenience to the School, Lifetouch may collect yearbook deposits/payments from end users (parents and students) on the school's behalf. In all cases, the Seller of the yearbook to end users is the School or associated School organization, not Lifetouch. Sales tax may or may not apply depending on applicable state and local laws. The School is solely responsible for collecting and remitting any taxes applicable to yearbook sales to end users.

PAYMENT PLAN: The School is the purchaser of the books. The School agrees to pre-sell all books. The School agrees to pay a minimum deposit of 75% at the time final pages are submitted to Lifetouch's plant. A deposit notice will be sent at the later of on or about October 1 or 30 days after this Agreement has been signed. The deposit must be remitted to Lifetouch National School Studios Inc., Accounts Receivable, P.O. Box 46993, Eden Prairie, MN 55344-9728. A final invoice will be sent to the School approximately three days after book shipment. Full payment is due (to above address) within 10 days after books are received at the School. The School agrees to pay a 1% monthly service fee for late payment. If during the manufacturing process overruns are printed, Lifetouch may offer to sell extra yearbooks to the School.

PAYING BY CHECK: When the School pays by check, the School authorizes Lifetouch to process the payment as a check transaction, or to use information from the check to make a one-time electronic fund transfer from the School's checking account. Funds may be withdrawn from the account on the day Lifetouch receives payment, and the financial institution will not return the check. A service fee may be charged on returned checks.

THE SCHOOL grants to Lifetouch and its related companies permission to reproduce, distribute and otherwise use reproductions of the School's materials, including without limitation the cover design and production materials, in sales and promotional literature and as samples, without compensation to the School.

MISC: Lifetouch may assign its rights and obligations hereunder. This Agreement binds and benefits the parties and their respective successors and assigns.

LIFETOUGH reserves the right to refuse to print any material, which in its opinion is tortious, illegal or violates any copyright or proprietary rights. Lifetouch assumes no obligation for reviewing or editing materials submitted by or on behalf of the School.

THE SCHOOL is responsible for the content of the book and materials submitted to Lifetouch for printing. Upon request, the School agrees to obtain such authorizations as considered necessary by Lifetouch. The School releases Lifetouch and, to the extent permitted by applicable law, will indemnify and hold harmless Lifetouch, its affiliated companies, employees, agents and representatives from any and all claims, demands, actions, losses, costs, expenses and reasonable attorney fees arising out of or in connection with the printing of any materials submitted by the School, its faculty, administrators, students, employees, representatives, agents or breach of the School's obligations for Applications.

CANCELLATION: This Agreement is not subjected to cancellation by either party during the term of this Agreement except by written consent of both the School and Lifetouch.

NEITHER PARTY is liable for delays or losses as a result of strikes, accidents, government restrictions, acts of God, acts of war, or other causes beyond its control, and such delays will not constitute a breach of contract.

Remit Payment To:

Lifetouch National School Studios Inc.
Accounts Receivable
PO Box 46993
Eden Prairie, MN 55344-9728

Customer Care

Email: ybcustomer@lifetouch.com
Phone: 1.800.736.4761



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 **December 27, 2018** by and between Independent School District #709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Concordia Community Arts Playcare** 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 the 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 (1 day a week for December, then 2 days a week after December) and up to days 38 Days.
 2. The AGENCY shall perform these services at: **2501 Woodland Avenue Duluth, MN 55803.**
 3. The approximate date the service will begin is, **December 4, 2018** and shall not extend beyond **May 23, 2019**; the contract not to exceed a total of **38 Days** and a total cost up to **\$1100.** (\$90.00 for December and \$150.00 per month after that, then \$240 for April and \$320 for May).
 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 receding month.**
-

ISD
709
6 Duluth
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:

Concordia Community Arts/playcare

Name of Agency

Lynthea C Carlson

Authorized Agent

6/13/19

Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

Catherine Wilson

CFO Executive Director of Business Services

6/19/19

Date

Special Services Department

215 N 1st Ave E

Duluth, MN 55802

Director

Jeanne Cramer 6/17/19



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

CONTRACT FOR PRE-SCHOOL PLACEMENT

THIS AGREEMENT, made and entered into this 13 day of September, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Concordia Community Arts Play Care, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 11, 2019 and shall remain in effect until May 21, 2020, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in _____ 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:

The AGENCY shall provide the following services: Preschool programming for 7.5 hours (450 minutes) Monday/Wednesday/Thursday.

The AGENCY shall perform these services at: **2501 Woodland Avenue Duluth, MN 55803.**

The approximate date the service will begin is, **September 11, 2019** and shall not extend beyond **May 21, 2020**; the contract not to exceed a total of **9 Months** (3 Days per Week - M/W/Th 8:00-3:30. (\$430.00 per month).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15th of each month for the preceding month.

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

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

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

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 \$ **3870.00**.

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

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Concordia Community Arts Playcare, 2501 Woodland Ave, Duluth, MN 55803.

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

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

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

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

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

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

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

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

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

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

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

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

Concordia Community Arts Cynthia Carlson - - - 6/13/19
Contractor Signature SSN/Tax ID Number Date

Cynthia Carter Carlson Jessica Rene 6/17/19 6/13/19
Program Director Date

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

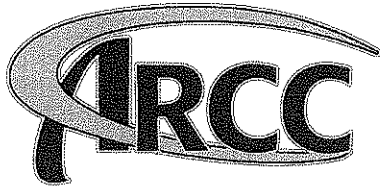
This contract is funded by the following budget (include full 16 digit code), will be paid using Student Activity Funds or is no cost contract (e.g. Memorandum of Understanding):

01-211-005-000-000-139300

Check this box if the contract will be paid using Student Activity Funds

Check this box if this contract is a no-cost contract such as a Memo of Understanding

Cathryn E. Cho 6/18/19
CFO/Superintendent of Schools/Board Chair Date



**Letter of Agency
Regarding E-Rate Consulting Services
From July 1, 2019 through June 30, 2020**

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

This Letter of Agency covers the discount application process and forms processing services to be provided within the period from **July 1, 2019** through **June 30, 2020**.

ARCC will provide the following E-Rate Support:

- **Information Sharing**
 - Will distribute E-Rate updates through a group e-mail list as received and deemed appropriate.
 - Information will be collected from the USAC/SLD web site and the USAC/SLD weekly News Brief.
 - Additional information will be gathered from the State E-Rate Coordinator/E-Rate Central web site and E-Rate Central's weekly news posting.
- **Form 470 (Checklist for services a district is interested in receiving)**
 - Will provide the District with the draft and final copies of the eligible services listing when it is posted by USAC/SLD.
 - Will notify the District of timelines for submission of Form 470.
 - Will provide the District with a "Form 470 Checklist" to ensure ARCC receives all information required to complete the Form 470.
 - Will set up appointment with the District to assist in completing Form 470. Assistance may take the form of email, telephone, WebEx, on-site at ARCC or in-district guidance.
 - Will provide data entry service on the form.
 - Will track progress of form and notify the District if meeting the deadline for submission or certification of form is in jeopardy.
 - The District will authorize ARCC to certify (submit) the Form 470 after reviewing a Form 470 draft, and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Profile Window (Update EPC with District's current information)**
 - Will notify the District when "window" is open for updating profile information as announced by USAC/SLD.
 - The District is ultimately responsible for meeting the submission deadline and for the information in the profile.
 - Will update the District's profile with the most current enrollment numbers available by the State by the closing of the profile window
- **Form 471 (Actual request for discount)**
 - Will notify the District when "window" is open for submission of form 471 as announced by USAC/SLD.
 - Will provide the District with a "Form 471 Checklist" to ensure ARCC receives all information required to complete the Form 471.
 - Will set up appointment with the District to assist in completing form 471. Assistance can take the form of email, telephone, WebEx, on-site at ARCC, or in-district guidance.
 - Will provide data entry service and will assist with electronic submission to USAC.
 - Will track progress of form and notify the District if meeting "window" for submission or certification of form is in jeopardy.

- The District will authorize ARCC to certify (submit) the Form 471 after reviewing a Form 471 draft, and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Program Integrity Assurance (PIA) (USAC/SLD review and analysis of request)**
 - At request of the District, will assist in answering PIA questions.
 - ARCC tracks PIA requests weekly. However, the ultimate responsibility for responding and meeting the 15 day response deadline rests with the District.
- **Funding Commitment Decision Letter (Official award of E-Rate funding)**
 - USAC/SLD will email District and ARCC (if ARCC is listed as consultant) as soon as funding has been awarded. ARCC will follow up that email with instructions on what the next step in the process is.
- **Form 486 (Notifies USAC/SLD that services have begun)**
 - Will notify the District when funding is received that they have 120 days to complete this form and will provide District with step-by-step instructions to certify the form. Or will certify the Form 486 on behalf of the District only IF the District confirms they are CIPA compliant.
 - Will track Form 486 progress and notify the District if meeting deadline for submission or certification of form is in jeopardy.
 - The District will certify the Form 486 in EPC and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Form 498 (Provides USAC/SLD with banking information for direct deposit)**
 - Will notify District if the Form 498 has not been submitted to USAC/SLD
 - The District will submit the Form 498 (and required bank account verification) and is ultimately responsible for ensuring that it's accepted prior to requesting reimbursement from USAC/SLD.
- **Form 472 Billed Entity Applicant Reimbursement (BEAR) (Requests discounts by direct deposit)**
 - Will notify the District of the BEAR filing process and deadlines.
 - Will offer a workshop at ARCC in the fall to complete the BEAR form/s with ARCC's assistance at no cost to the District.
 - After end of E-Rate service year, will do periodic data downloads to ensure that the District has filed for appropriate discounts and that this step of the process was not overlooked.
 - The District will submit the Form 472 and is ultimately responsible for meeting the filing deadline and for content of the form.
 - + If the District requests assistance, will complete and submit the BEAR forms on behalf of the District; billable on a \$100 per hour fee basis.
- **Other**
 - Will provide the District with sample bid scoring rubrics provided by USAC/SLD and other sources such as E-Rate Central to ensure they meet the requirements.
 - Will work with the District to provide forms and other tools to assist in E-Rate program as they are developed.
 - Will work as an intermediary between the District and the USAC/SLD help desk on questions regarding program rules and procedures.
 - + Will assist the District if they are selected for an USAC/SLD site visit or audit; billable on a \$100 per hour fee basis.
 - + Will work with the District if an appeal is deemed necessary and possible; billable on a \$100 per hour fee basis.

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

The District may terminate this Letter of Agency at any time by notifying ARCC in writing. ARCC may decline to reinstate E-Rate Consulting Services to the District subsequent to such termination.

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

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

Cathryn Olson

ISD709 - Duluth Public Schools
215 N First Ave E
Duluth, MN 55802
06/01/2019

Cindy Lee Olson

Arrowhead Regional Computing Consortium
4884 Miller Trunk Hwy, Ste 300
Hermantown, MN 55811
06/01/2019