

DETAILED
SPECIFICATION

Via Email roberta.evanson@isd709.org

October 5, 2015

Roberta Evanson
Independent School District #709
215 North 1st Avenue E.
Duluth, MN 55802

Dear Robin:

We have completed our analysis of your request for modifications to the **PLUS SERIES BusinessPLUS** application. Please refer to the attached detailed specification that describes our understanding of your requirements for this project. The charge for technical services to provide the item listed on the attached is as follows:

<u>Project Name</u>	<u>Reference Project Number</u>	<u>Description</u>	
New Equifax Payroll & Employee Reports	BCIDP912858	Standard Charge (total effort)	\$22,125
	Rev 1.0	less Discount per contract	(\$11,063)
		TOTAL NET CHARGE	<u>\$11,062</u>

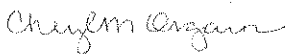
This fixed project cost will expire 60 days after the date of this correspondence.

If you are in agreement with the above charges and the contents of the detailed specifications attached, please provide a purchase order number, sign and date the original copy of this letter in the space provided, and return a copy directed to my attention. A percentage of the above standard charge, currently 30%, will be added to your annual software support agreement for on-going telephone support and maintenance. Changes that occur to the specifications after the work has begun will be subject to examination as to their impact on time and cost. I will contact you if any adjustments to this project's cost are necessary. In addition, if you should need to cancel the project after work has begun, we will invoice you only for the time spent on the project to date. All new and modified programs remain the property of SunGard K-12 Education. The above total net charge is due upon installation.

You will have a 45-day period immediately following delivery of the software to test and verify that it performs in accordance with the specifications. Any defects reported during this period will be corrected. After installation, questions and problem reports must be directed to the Help Desk. The software must be covered under maintenance as of the delivery date in order to receive support after the 45-day period. SunGard K-12 Education reserves the right to remove the software for non-payment.

For your planning purposes, note that approved projects are currently being scheduled to begin October. I will schedule a completion date for this project upon receipt of your approval. Please feel free to contact me at (530) 879-2749, or via email at cheryl.orgain@sungardps.com, if you have any questions or wish to further discuss the details of the project.

Sincerely,

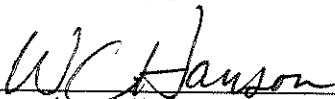


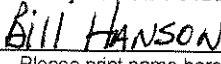
Cheryl Orgain -Project Coordinator Financial Custom Programming Services

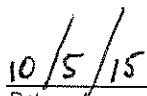
Attachment

cc: Tyson Crowl, Angel Barreras, Mark Doughman

An authorized signature and a purchase order number are required to confirm your intent to proceed with this Project unless otherwise indicated. By assigning a purchase order number, you are agreeing to the terms and conditions in this document. Preprinted conditions and all other terms and conditions not included in this Project or in the underlying base Agreement stated on any purchase order or other document submitted hereafter by customer are of no force or effect, and the terms and conditions of the base Agreement and any amendments thereto shall control unless expressly accepted in writing by SunGard K-12 Education to Client. Please initial here if you do not wish to purchase maintenance on this Project _____


Approved by

Project BCIDP912858 Rev 1.0

Please print name here


Date Purchase Order

SUNGARD® K-12 EDUCATION

Project BCIDP912858
Rev 1.0

MN TRA Retirement Files
Independent School District #709

October 2, 2015
Roberta Evanson

STATEMENT OF REQUEST:

Independent School District 709 is requesting to have two files created to assist them with their ACA requirements. They will send these files to a third party (Equifax). One file will hold Payroll information and the other one will hold employee information.

CURRENT FUNCTIONALITY:

BusinessPLUS currently does not support the two new Equifax file formats.

FUNCTIONAL SPECIFICATION:

OVERVIEW:

Two new custom programs will be created to produce the payroll and Employee information files for delivery to Equifax. The Equifax Employee information program will be py786mn.cbl. The Equifax payroll information program will be py787mn.cbl.

FEATURES

Employee information file

- The process would prompt the user for the following:
 - Begin Date, End Date
- The process would report on any employee that have any paid history between the two dates.
- The process would create a report that would show ID, Name, SSN, Emp Class Code, Union Affiliation, Emp Class Code, ACA Emp Designation Code, ACA Emp Category Code, ACA Pay Type Classification Code
- The process will create a file with the following format:
- The file format is a comma delimited file with the following fields.

Detail Record

Name	Max Len	Type	Notes
COCODE	255	AN	Always 0052
DataSource	255	AN	Robin to ask Equifax
FEIN	09	AN	"416003776" to be retrieved from Common code
SSN	09	AN	From hr_empmstr
Employee ID	255	AN	From hr_empmstr
Assignment ID	255	AN	Blank
Billing Code	255	AN	Blank
Is Primary Assignment	01	N	Blank
Current Status	01	AN	Hr status on hr_empmstr. If A, I, L keep. All others make I (Capital letter I)
Original Hire date	10	DATE	Original hire date from hr_empmstr
Most Recent Hire date	10	DATE	Hire date from hr_empmstr
Most Recent Start date	10	DATE	Hire date from hr_empmstr
Termination date	10	DATE	Termination date from hr_empmstr
First Name	255	AN	First name from hr_empmstr
Last Name	255	AN	Last name from hr_empmstr
Middle Name	255	AN	Middle name from hr_empmstr
Pay Rate	05	D	Always 0.00 (needs to have the decimal point in the file)
Pay Type	02	A	Always "HY"
Pay Cycle Frequency	02	A	Always "BW"
Home Addr Line 1	255	AN	Addr line 1 from hr_empmstr
HomeAddr Line 2	255	AN	Addr line 2 from hr_empmstr
Home City	255	AN	City from hr_empmstr
Home State	02	A	State from hr_empmstr
Home Zip	09	AN	Zip from hr_empmstr
Home Country	03	AN	Blank

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MN TRA Retirement Files
Independent School District #709

October 2, 2015
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Email	255	AN	Blank
Date of Birth	10	DATE	Date of Birth from hr_empmstr
Gender	01	A	Gender from hr_empmstr
Union Affiliation	255	AN	Bargaining unit from hr_empmstr
Emp Class Code	255	AN	Misc. value (numb1-9) from hr_empmstr (This is on Others/Miscellaneous tab) Which misc. value to be set on common code. Duluth is using numb5.
Emp Class Label	255	AN	Blank
ACA Emp Designation Code	02	A	Robin to send logic
ACA Emp Category Code	255	AN	Always "CG1EC1"
ACA Pay Type Classification Code	01	A	Cycle from hr_empmstr. If 02 then "H" (Hourly). If 02 then "S" (Salary)
Job Title	255	AN	Take PCN Number from most recent PM pay assignment record and lookup it's description and place that in Job title.
Job Class Code	255	AN	Blank
Job Class Label	255	AN	Blank
Work Location	255	AN	Blank
Region	255	AN	Blank
Division	255	AN	Blank
Department	255	AN	Blank
Work Addr Line 1	255	AN	Blank
Work Addr Line 2	255	AN	Blank
Work City	255	AN	Blank
Work State	02	A	Blank
Work Zip	09	AN	Blank
Work Country	03	A	Blank
ACA Security Key	255	AN	Blank
Work Number Used	255	AN	Blank
Adjusted Hire Date	10	DATE	Blank
Years of Service	02	N	Blank
Months of Service	01	N	Blank
Work Number Division	12	AN	Blank
Work Number Default PIN	08	AN	Blank

A – Alpha, N – Numeric, AN – ALPHA/Numeric, D – Decimal to 2 digits, DATE – Date.

FEATURES

Payroll file

- The process would prompt the user for the following:
 - Pay Period.
- The process would report on any employee in the Pay period. Want DP records for standard employee. For CM use DR records. Same as TRA Payroll file.
- The process would create a report that would show Employee ID, SSN, Pay date, Hours Worked, Gross Pay
- The process will create a file with the following format:
- The file format is a comma delimited file with the following fields.

Detail Record

Name	Max Len	Type	Notes
COCODE	255	AN	Always 0052
DataSource	255	AN	Robin to ask Equifax
Payroll System ID	255	AN	File name
Pay date	10	DATE	Check date from Pay Period
Pay Period Start date	10	DATE	Start date from Pay Period
Pay Period End date	10	DATE	End Date from Pay Period
FEIN	09	AN	"416003776" to be retrieved from Common code
SSN	09	AN	SSN from hr_empmstr
Employee ID	255	AN	ID from hr_empmstr
Assignment ID	255	AN	Blank

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MN TRA Retirement Files
Independent School District #709

October 2, 2015
Roberta Evanson

Billing code	255	AN	Blank
Compensation Type	255	AN	Blank
Adjustment Key	255	AN	Blank
Pay Rate	05	D	Always 0.00
Pay Type	02	A	Always "HY"
Pay Cycle Frequency	02	A	Always "BW"
Hours Worked	06	D	Use Hour base 26 to add up hours worked. Which hour base to be defined on a common code.
Gross Pay	10	D	Use Pay Base 01 to add up Gross pay. Which Pay base to be defined on a common code.
W2 Box1 Deductions	10	D	Blank
ACA Security Key	255	AN	Blank
Net Pay	10	D	Blank
Work Number Division	12	AN	Blank

A – Alpha, N – Numeric, AN – ALPHA/Numeric, D – Decimal to 2 digits, DATE – Date.

Note: The Features list summarizes the functionality that will be included in this custom programming project. If there are any expected features of this project that are not included in this list, please contact SunGard K-12 Education.

TERMINOLOGY:

<None>

MENU CHOICES:

The following options would be affected by this modification:

There will be two new masks created to run the reports:

- PYRERRMNEE – Equifax Employee Report
 - User prompts for Employee report
 - Begin Date
 - End Date

- PYRERRMNEP – Equifax Payroll Report
 - User prompts for Payroll report
 - Pay Period

SETUP:

A new Common code PYFG/PY786MN for Employee Information will be created which will hold setup information for the demographic file.

- FEIN Number (416003776)
- Misc. code from HREEEM/Others/Miscellaneous tab for Employee Class Code. (Numb1-9). Client using numb5.

A new common code PYFG/PY787MN will be created which will hold setup information for the Payroll file.

- FEIN Number (416003776)
- Hour Base for Hours worked
- Pay Base for Gross Pay

SUNGARD® K-12 EDUCATION

Project BCIDP912858
Rev 1.0

MN TRA Retirement Files
Independent School District #709

October 2, 2015
Roberta Evanson

CAUTIONS AND RESTRICTIONS:

Note that this project includes installation in a single test environment, and in a subsequent single production environment that is at the same release level, within 45 days of the initial installation. Differences in the test and production environment requiring patches will be billed in addition to the project cost, based on the effort incurred.

Testing that extends past the 45 day warranty period will be reviewed, and additional charges for installation, reinstallation or changes may be billed at our then-current hourly rate based on the effort.

SPECIFICATION APPROVED BY: _____
Please Return Approved Copy with Approved Estimate Letter

Duluth
P.O. Box 16030
Duluth, MN 55816
Phone: 218-628-2301
Fax: 218-628-0364



CONTRACT # 2457925

Date: 9/18/2015
New/Renewal: NEW
Account Executive: Benjamin Blais
Phone: 218-628-2301

CONTRACTED DIRECTLY BY ADVERTISER	
Customer #	637654-0
Name	ACADEMIC EXCELLENCE ONLINE
Address	215 N 1ST AVENUE E
City/State/Zip	DULUTH, MN 55802
Contact	KATHLEEN KAUFMAN
Email Address	kathleen.kaufman@isd709.org
Phone #	(218) 336-8735
Fax #	
P.O./ Reference #	
Advertiser/Product	ACADEMIC EXCELLENCE ONLINE
Campaign	

Production/Other Services							
Department	Plant	Production Type	Misc	Service Dates	# Billing Periods	Invest Per Period	Cost
Poster Flex	142 Duluth, MN	Print & Install (1) Poster Flex		10/19/15	1	\$150.00	\$150.00
Total Production/Other Services Costs:							\$150.00

Space											
# of Panels: 1										Billing Cycle: Every 4 weeks	
Panel # TAB ID	Market	Location	Illum	Media Type	Size	Misc	Service Dates	# Billing Periods	Invest Per Period	Cost	
10457 293785	142-VIRGINIA, MN	HWY 53 .3 MI N/O HWY 169 W/L S/F	Yes	Poster	10' 6" x 22' 9"		10/19/15-01/10/16	3	\$525.00	\$1,575.00	
Total Space Costs:										\$1,575.00	
Total Costs:										\$1,725.00	


Special Considerations:

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solidio with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Advertising Director CFO
(Officer/Title)

of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

Customer:	ACADEMIC EXCELLENCE ONLINE
Signature:	 (signature above)
Name:	Bill HANSON (print name above)
Date:	10/5/15 (date above)

THE LAMAR COMPANIES	This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.	
ACCOUNT EXECUTIVE: Benjamin Blais	GENERAL MANAGER	DATE

Duluth
P.O. Box 16030
Duluth, MN 55816
Phone: 218-628-2301
Fax: 218-628-0364



CONTRACT # 2457925

Date: 9/18/2015
New/Renewal: NEW
Account Executive: Benjamin Blais
Phone: 218-628-2301

STANDARD CONDITIONS

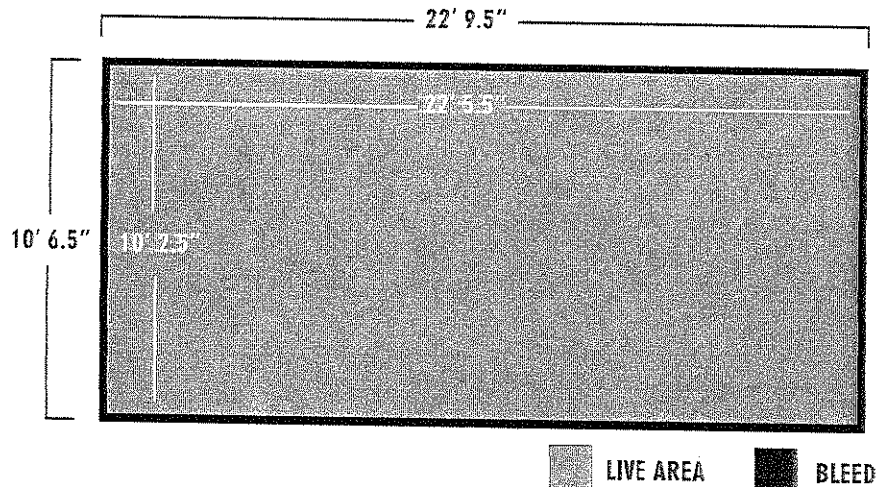
1. **Late Artwork:** The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.
2. **Copyright/Trademark:** Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.
3. **Payment Terms:** Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.
4. **Service Interruptions:** If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
5. **Entire Agreement:** This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
6. **Copy Acceptance:** Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.
7. **Termination:** All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.
8. **Materials/Storage:** Production materials will be held at customer's written request. Storage fees may apply.
9. **Installation Lead Time:** A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.
10. **Customer Provided Production:** The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warranty against fading and tearing.
11. **Bulletin Enhancements:** Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.
12. **Assignment:** Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.

POSTERFLEX RETRO

VINYL/SINGLE-SHEET POSTER PANEL

DESIGN AND FINISHING SPECIFICATIONS

AKA: VINYL RETRO POSTER PANEL / 50 SHEET



DESIGN SPECIFICATIONS*

SCALE / RESOLUTION / LIVE & TRIM AREAS

Build template at 216 resolution
Live area document size: 10.208" x 22.458"
Overall document size: 10.64" x 22.89"

COMPATIBLE SOFTWARE

Adobe Photoshop
Adobe Illustrator
Macromedia FreeHand
Adobe InDesign
QuarkExpress

ACCEPTABLE FORMATS

DESIGN: Native file format of the software listed above or Adobe PDF (fonts embedded)
LINKS: .EPS (cmyk) .TIF (cmyk)
FONTS: Convert to outline (Quark files must include fonts)

COLOR MATCHING

If precise color matching is critical, please provide a quality matchprint and/or Pantone callout for solid colored areas.

FINISHING SPECIFICATIONS

Live image area: 10' 2.5" x 22' 5.5"
Overall size: 10' 6.5" x 22' 9.5"

POCKETS

3" pockets are required on back, contained within the overall finished size. Pocket opening must be 3" to accept gripper bar.

MATERIAL / SUBSTRATE / INK

VINYL:

Recommended: Cooley CoolFlex Front lit
Weight: min 7 oz./sqyd - max 12 oz./sqyd

POLYETHYLENE PAPER REPLACEMENT:

Recommended: InterWrap PosterFlex™
Weight: 2.9 oz./sqyd

MINIMUM REQUIRED WARRANTY:

Vinyl: 1 year
PE: 30 days

Warranty protects against ink fade ink adhesion, and failure of material or pockets.

Please refer all software and format requests to your local dealer or to the factory.

LAMAR

Contract between Duluth Public Schools
And

Emily Engel

THIS CONTRACT, entered into this October 5, 2015, by and between Duluth Public Schools (hereinafter referred to as DISTRICT), and Emily Engel (hereinafter referred to as CONSULTANT).

NOW THEREFORE, the parties hereto agree as follows:

1. Consultant shall perform the following tasks: Deaf Hard of Hearing Interpreter for Special Education as needed.
2. Consideration and Conditions of Payment
 - a. In consideration for services provided under the terms of this contract, DISTRICT shall pay CONSULTANT per unit rate at the rate of \$40 per hour. This contract for consultant services shall observe a 48 business hour cancellation policy whereas services that are canceled 48 hours or more before the service date will not be billed. The CONSULTANT requires a two hour minimum (appearance fee). Also there will be a 10% differential for nights and weekends. Payments shall be made upon presentation of an invoice within 30 days of date of invoice.

3. Term

This contract shall become effective on October 5, 2015, and shall remain in effect until June 9, 2016. This contract may be cancelled prior to said termination date by either of the parties hereto, upon thirty (30) days written notice and without showing cause.

4. Under this Contract the CONSULTANT is an independent contractor and is not an agent or an employee of the DISTRICT, CONSULTANT shall have no claim against the DISTRICT for vacation pay, sick leave, retirement benefits, social security, worker's compensation benefits, health or disability benefits, unemployment insurance, or employee benefits of any kind, the CONSULTANT shall be responsible for paying all taxes.
5. No changes may be made in the terms or conditions of this contract, except by the mutual, written consent of the parties hereto.
6. All services provided under this contract shall be performed to the DISTRICT. In the event that this contract is canceled prior to the termination date specified in clause 3, CONSULTANT shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

<u>Emily J. Engel</u>	<u>[Signature]</u>	<u>Oct 5, 2015</u>
Consultants Name	Consultants Signature	Date
<u>WK Hanson</u>	<u>Bill Hanson</u>	<u>10/6/15</u>
District's Representative	Representative's Signature	Date

Total value of this contract shall not exceed \$6,000.

Interpreting Service Contract- ISD 709

This Service Contract is made as of October 5, 2015, by and between the undersigned Partners.

I. Formation

The undersigned hereby form a general partnership in, and in accordance with the laws of, the State of Minnesota.

II. Involved Parties

The partnership shall be between Karen C. Sheldon, Independent Contract Interpreter and ISD 709, Duluth Public School.

III. Term

The contract shall begin on October 6, 2015, and shall continue until June 5, 2017 and thereafter from year to year unless earlier terminated by either party.

IV. Purpose of Services

The purpose of will be to faithfully render equivalent message from spoken English to a visually signed system, most often ASL, a variation of SEE, or from the signed source to spoken English. This service will be executed to provide access to communication in the classroom and other educational settings on behalf of the student, teachers, faculty and peers. Tutoring type services can be discussed on case by case basis.

V. Compensation

Compensation will be at a rate of \$40.00 hourly with a two hour minimum required for booking. Fees will be applied at a rate of \$5 per 5 minute the appointment runs over the scheduled time limits. Invoices will be mailed to the ISD 709 District office twice a month. Payment is due within 14 days of receipt.

VI. Cancellation

Cancellation with more than 48 hour notice from the requesting organization (ISD 709) will not be charged. Cancellation with less than 48 hour notice from the requesting organization will be charged the full rate. Cancellation due to inclement weather will be charged at the full rate.

In the event the interpreter is unable to attend a scheduled job for emergency or illness, notification to the responsible party, Carla Larson, will occur as soon as possible. No fee for services will apply. The interpreter will not be responsible for finding a replacement interpreter.

VII. Travel

Should the working assignment require travel between sites after the start of the initial assignment, a mileage rate of \$0.38 per mile will be charged. Documentation of travel will be included in the invoice.

VIII. Contact

The interpreter, Karen C. Sheldon, can be contacted at 952-567-1079 voice/text/FaceTime or via email at karen@csnelson@gmail.com. Correspondence can be mailed to 1019 North 59th Ave West, Duluth MN 55807

This contract for services shall be binding upon the respective heirs, executors, administrators, and personal representatives of the parties.

The parties have caused this Agreement of Partnership to be executed on the dates indicated below, effective as of the date indicated above.

KAREN C SHELDON *K. Sheldon* 10/5/15
Karen C. Sheldon, Interpreter Partner (Signature) Date

W. C. Hanson CFO *Bill HANSON* 10/6/15
ISD 709 Representative Name and Title Partner (Signature) Date

ISD 709 Representative Name and Title Partner (Signature) Date

AGREEMENT

THIS AGREEMENT, made and entered into this 28 day of Septmeber, 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and Angela Washington-Buffalo, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 09/28/2015, and shall remain in effect until 06/30/16, 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.** Angela Washington-Buffalo will be providing Career and College information to American Indian students and other students as well as sharing her knowledge of Ojibwe traditions and language. Angela will be paid \$50.00 per session.

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 \$500.00, Angela will be paid \$50.00/session. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail Angela Washington Buffalo 6026 Winnipeg Ave 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 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.

AWP [Signature] [Redacted] 9-28-15
Contractor Signature SSN/ Tax Identification Number Date

[Signature] 9/28/15
Program Director Date

[Signature] 10/8/15
Director of Curriculum and Instruction Date

[Signature] 10/9/15
Director of Business Service / Superintendent of Schools Date

**DULUTH PUBLIC SCHOOLS/DULUTH HEAD START-YWCA EARLY CHILDHOOD
CENTER COLLABORATION AGREEMENT
2015-2016**

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

-YWCA Executive Director

-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 (1304.20)

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

Responsibility:

-Duluth Head Start Health Coordinator
-Duluth Head Start Disabilities

continuous, accessible care to meet basic health needs and schedules of such will be followed as per Head Start performance standards.

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

B. Education and Early Childhood Development (1304.21)

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 (1304.22)

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 (1304.23)

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 (1304.24)

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 Partnerships (1304.40)

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 2015-2016 grant period, we will serve 21 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 Executive 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 and problem solving.

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 Childcare Site Manager 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 YWCA Executive 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. State Head Start Monitoring: a Minnesota State Head Start Program officer will conduct on-site reviews and desk monitoring to insure compliance with Head Start Performance Standards and stipulations within the state grant application.

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

8. BUDGET

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

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

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 16 day of September 2015

Deb Scott
Printed Name
YWCA Executive Director

Deb Scott
Signature
YWCA Executive Director

PAMELA M. REES
Printed Name
Duluth Head Start Director

Pamela M. Rees
Signature
Duluth Head Start Director

Bill HANSON
Printed Name
ISD 709

W. Hanson
Signature
ISD 709

**CONTRACT FOR "IN SCHOOL" NURSING SERVICES
PERTAINING TO KEVIN R.**

This AGREEMENT is made and entered into this 20th day of October, 2015, by **BAYADA Home Health Care, Inc.**, with a service office located at 110 Second Street South, Suite 308, Waite Park, MN 56387 (hereinafter referred to as **BAYADA**) and **Duluth School District**, located at 215 N. 1st Avenue East, Duluth, MN 55802 (hereinafter referred to as **SCHOOL**).

BAYADA is a home health care agency, engaged in the business of providing nursing services and **SCHOOL** has identified a need for in-school nursing care of its student, **KEVIN R.**, (hereinafter referred to as **STUDENT**).

WHEREAS, it is the desire of both parties to make provision for on site daily nursing care for **STUDENT**, in accordance with the terms of this Agreement.

THEREFORE, in consideration for the mutual covenants expressed herein, **BAYADA** and **SCHOOL** agree to the terms and conditions outlined herein:

I. RESPONSIBILITIES OF BAYADA

- A. Qualifications of Personnel. The Nurse supplied by **BAYADA** will be a Licensed Practical Nurse (LPN) who will hold a current license, registration or certification to practice in the State of Minnesota, and will provide services pursuant to the applicable state laws.
- B. Personnel Records Inspection. **BAYADA** will make available for inspection, upon the request of **SCHOOL**, the personnel files of its nurses who are caring for **STUDENT**. The contents of such file may include:
1. Verification of current licensure or certification as applicable; and
 2. Completed application for employment or resume; and
 3. Verified references; and
 4. Evidence of annual performance evaluation; and
 5. A criminal record check, conducted upon hire, if required by state law; and
 6. Evidence of at least one, annual in-service education or training in accordance with applicable state regulations.
- C. Service. **BAYADA** will provide an LPN to care for **STUDENT** each day that said student attends school. Nursing services will be provided subject to the availability of a qualified nurse. The services to be provided may include escorting **STUDENT** to and from school on the school bus and providing care to **STUDENT** during the school day. Upon execution of this Agreement, **SCHOOL** will provide **BAYADA** with a schedule of the school calendar including all scheduled days off.
- D. Place of Performance. **BAYADA** will provide services primarily at schools located within **SCHOOL**'s district or other specified location where **STUDENT** will be during the school day. **SCHOOL** acknowledges and understands that **BAYADA** cannot guarantee services. All services will be provided subject to the availability of a qualified nurse.

E. Insurance.

1. **BAYADA** will maintain general liability and professional liability coverage for any negligent acts or omissions of **BAYADA** employees, which may give rise to liability under this Agreement.
2. **BAYADA** will maintain Workers' Compensation insurance for its employees providing services to **STUDENT**.

F. Indemnification. **BAYADA** agrees to indemnify and hold harmless **SCHOOL** from all bodily injury and/or property damage claims arising out of the sole negligence of **BAYADA**, acting through its directors, agents, and employees.

G. Payment of Personnel. **BAYADA**, as an employer, will remain responsible for the payment of wages and other compensation, reimbursement of expenses and compliance with Federal, State and local tax withholdings, Workers' Compensation, Social Security, employment and other insurance requirements for its personnel.

H. Policies and Procedures. **BAYADA** will follow the **SCHOOL**'s policies and procedures while providing care in the **SCHOOL** setting.

II. RESPONSIBILITIES OF SCHOOL

A. Payment for Services. **SCHOOL** will remain responsible to compensate **BAYADA** for services rendered pursuant to this Agreement. Section III hereunder will govern billing terms and compensation.

B. Insurance.

1. **SCHOOL** will maintain at its sole expense valid policies of general liability insurance, covering the negligent acts or omissions of **SCHOOL** acting through its directors, agents, employees or other personnel, which may give rise to liability under this Agreement.
2. **SCHOOL** will maintain, at its sole expense, Workers' Compensation insurance for its employees.

C. Indemnification. **SCHOOL** agrees to indemnify and hold harmless **BAYADA** from all bodily injury and/or property damage claims arising from any act or omission of **SCHOOL**, acting through its directors, agents, employees or other personnel.

D. Employment Status. **SCHOOL** understands and agrees that the LPN is an employee of **BAYADA** and **SCHOOL** will not attempt to solicit the LPN to work privately for **SCHOOL**, without written authorization from **BAYADA**, during the term of this Agreement and for one (1) year following its termination or expiration. **SCHOOL** recognizes the recruiting, training and retention expenses that **BAYADA** encounters as an employer and acknowledges that **BAYADA** is not a placement or referral service. Should **SCHOOL** desire to hire one of **BAYADA**'s employees, **SCHOOL** agrees to provide **BAYADA** with written notice and pay a liquidated damages fee equal to four (4) months of the specific employee's annual gross

salary or \$5,000.00 whichever is greater. This fee will apply to any BAYADA employee SCHOOL wishes to hire.

- E. Compliance Program. BAYADA values honesty and confidentiality in all business interactions. In order to assure adherence to these values, BAYADA maintains a corporate compliance program, designed to detect and prevent illegal and unethical activities, including breaches of confidentiality. SCHOOL agrees to abide by this program, and understands its obligation to report questionable activities involving BAYADA's employees to the local office Director named below or to the Compliance Hotline at 1-866-665-4295.

III. BILLING AND COMPENSATION

- A. SCHOOL agrees to compensate BAYADA at a rate of \$50.00/hour for Complex LPN services provided under this Agreement. SCHOOL will also pay for all time the BAYADA employee spends on the bus or otherwise transporting the client to and from SCHOOL.
- B. BAYADA will forward to SCHOOL an itemized bill on a weekly basis. Each weekly bill will itemize the name of the BAYADA employees providing care, the date of service, the type and length of service provided.
- C. SCHOOL agrees to pay submitted bills within thirty (30) days of receipt. Any bill not paid within the thirty (30) day period will be considered delinquent. BAYADA may charge interest, at a rate of 1¼% each month (15% per year) on all delinquent accounts. BAYADA will also pursue collection remedies in an attempt to resolve a delinquent account. SCHOOL agrees to reimburse BAYADA for all collection costs, including attorneys' fees and expenses.

IV. TERM AND TERMINATION

- A. This Agreement will come into effect beginning on October 20, 2015 and will remain in effect through June 30, 2016. This Agreement may be extended upon the written consent of each party outlining the terms and time for extension.
- B. Either party may terminate this Agreement, for any reason, upon thirty (30) days prior written notice.
- C. Either party may terminate this Agreement for cause due to the occurrence of one of the following events by giving ten (10) days prior written notice:
1. Dissolution or bankruptcy of either BAYADA or SCHOOL.
 2. Failure of either BAYADA or SCHOOL to maintain the insurance coverages required hereunder.
 3. Breach by BAYADA or SCHOOL of any of the material provisions in this Agreement.

V. ADDITIONAL TERMS

- A. Governing Law. This Agreement will be construed and governed in all respects according to the laws of the State of New Jersey.
- B. Relationship to Parties. The parties enter into this Agreement as independent contractors. Nothing contained in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the parties.
- C. Assignment. This Agreement may not be assigned by either party, in whole or in part.
- D. Modification of Terms. No amendments or modifications to the terms of this Agreement will be binding unless evidenced in writing and signed by an authorized representative of each party hereto.
- E. Notices. Any Notice given in connection with this Agreement will be given in writing and will be delivered either by hand or by certified mail, return receipt requested, to the other party, at the party's address listed above. Any party may change its address as stated herein by giving Notice of the change of address in accordance with this Paragraph.
- F. Confidentiality. Except for acknowledging the existence of this Agreement, the parties understand and agree that the terms of this Agreement, including all payment terms, shall be kept confidential unless disclosure is required by law or the parties agree, in writing, to such disclosure. All methods and mode of conduct of business for **SCHOOL** and **BAYADA** are to be kept confidential by **SCHOOL** and **BAYADA** and not disclosed to any other party or used in part or whole without the permission of **SCHOOL** and/or **BAYADA**.
- G. Entire Agreement. This writing evidences the entire Agreement between **BAYADA** and **SCHOOL**; there are no prior written or oral promises or representations incorporated herein. Each Attachment, Fee Schedule, Exhibit or other documents referenced herein and/or attached to this Agreement are incorporated herein as if the same was set out in full in the text of this Agreement. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or electronic (email) transmission shall be effective as delivery of a manually executed counterpart hereof.

Date: _____

Erica Kjenstad
Associate Director
Signing with authority for
BAYADA Home Health Care, Inc.

Date: 10/22/15

WC Hanson

Signing with authority for
Duluth School District

AGREEMENT

THIS AGREEMENT, made and entered into this day of October 15, 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and Charles Smith, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of October 26, 2015, and shall remain in effect until June 30, 2015, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** The contractor will provide the development of Ojibwe language curriculum materials and presentations for staff and students on the Ojibwe language. The contractor will also work with staff on the implementation of Ojibwe language curriculum materials through professional development.

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at an hourly rate of \$50.00/hour up to a sum not to exceed \$3,000.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail Charles Smith, 4503 Twin Lakes Road, Brookston, MN 55711 218-428-7506.

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.

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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:

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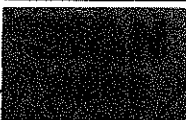

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under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

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


Contractor Signature


SSN/ Tax Identification Number


10/15/15
Date


Date

Program Director

10/15/15
Date


Director of Curriculum and Instruction

10/26/15
Date


Director of Business Service / Superintendent of Schools

10/27/15
Date



2016 Imagine 8.5x11 Contract

2880 U.S. Hwy. 231 S.
Lafayette, IN 47909-2874
Phone: (800) 705-7526
Fax: (765) 471-8874

School Lester Park Elementary 5300 Glenwood St Duluth, MN 55804	Administrator Ms Susan Lehna, Principal Phone: (218) 336-8875 Fax: (218) 336-8879 Email:	Contact Ms. Barb Soufflet, Administrative Assistant Phone: (218) 336-8875 Fax: (218) 336-8879 Email: barbara.soufflet@isd709.org	Date: 10/12/2015 Sales Rep: Adam Walters adam@schooldatebooks.com CSR: Mary Hinckley mary@schooldatebooks.com
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Billing and Shipping	
Bill To PO#: Lester Park Elementary Ms Barb Soufflet 5300 Glenwood St Duluth, MN 55804	Ship To Lester Park Elementary Barb Soufflet 5300 Glenwood St Duluth, MN 55804

Product	#Books	#Pages	Cost/Book	Base Cost
Imagine 8.5x11	95	0	\$2.09	\$211.09

Discounts* Discounts do not apply to three-year contracts

4% Discount per year with a three-year contract	\$211.09	x	0.00	\$0.00
4% Discount for contracts received by 10/23/15*	\$211.09	x	0.00	\$0.00
3% Discount for contracts received by 12/18/15*	\$211.09	x	0.00	\$0.00
2% Discount for contracts received by 4/1/16*	\$211.09	x	0.00	\$0.00
1% School District Discount	\$211.09	x	0.00	\$0.00

\$198.55

Enhancements Orders < 250 will incur a per book fee if any Enhancement is selected.

Window Cover - view your options at www.schooldatebooks.com (circle selection): Creativity 3D, Space 3D, Liberty, Stamps 3D, Chalkboard, Flag, Water, Explore, Pins, <u>Inspiration</u> , Destination	\$0.25	x	95	23.75	\$25.25
Vinyl pocket page	\$0.45	x	95	42.75	\$45.45
Stickers (per sheet)	\$0.30	x	95	28.50	\$30.30
Card-stock hall pass	\$0.20	x	0	0	\$0.00

Accessories

Wall chart	\$5.00	x	0	\$0.00
This Week Marker (Minimum order of 25)	\$0.20	x	0	\$0.00
Teacher Lesson Plan and Grade Book (Minimum order of 25)	\$3.95	x	0	\$0.00

Sub-Total* 293.45 ~~\$312.09~~

Shipping and Handling 12%, Minimum \$25 *Rates apply to US/Canada shipments only \$37.45
Sales Tax: Exempt#: 8014301 \$0.00

* Net 30 (Net due within 30 days from invoice date)
* Sales tax will be added if applicable

Total (USD) 331.40 ~~\$349.54~~

* Exchange policy: Custom orders (which includes handbook, personalized/custom cover, or any enhancements) cannot be exchanged. Non-custom orders can be exchanged for a different product at school's shipping expense. (Shipping must be via traceable method within 30 days of receipt.) No returns.

No deliveries prior to **5/1/2016**. To ensure on-time delivery, we will ship 7-10 days before your Earliest Delivery Date (EDD), if all deadlines are met. It is possible that your books may arrive before your Desired Delivery Date (DDD). Please take this into account when selecting your dates and make sure the facilities are open and able to accept delivery at this time. A 1-week window between the EDD and DDD is suggested.

Desired Delivery Date: _____ **Earliest Delivery Date:** _____

Buyer understands that handbook material and cover artwork are to be provided to School Datebooks, Inc. ("SDI") in the formats specified and within the deadlines provided in order to guarantee delivery by the desired delivery date. Failure to follow these guidelines may result in delivery delays and/or additional costs to the Buyer. Buyer understands that datebook and cover change requests after submission may result in additional costs and that quantity changes may result in a different per unit cost. Redelivery fees may apply if buyer is unable to accept delivery during the agreed upon delivery window. Cancelled contracts will be subject to a charge of 15% of the contract total or the total of all costs incurred as of the date of cancellation, whichever is greater. Buyer understands that when purchase orders are required, the buyer will be responsible for delivering the purchase order to SDI. In the event that invoices are not paid when due, Buyer will be responsible for any expenses, including reasonable legal fees, incurred by SDI in attempt to collect the balance due. Buyer represents and warrants to SDI that it owns or has the right to use and reproduce any and all trademarks, logos, images or other materials reproduced in this product. Buyer will be responsible for securing any required licenses and/or paying any and all licensing fees that may be due. Buyer agrees to indemnify and hold SDI harmless from and against any and all liability related to the use and reproduction of such items. As a representative of the Buyer, I understand and agree that I have authority to sign this contract and that this contract will remain in effect in the event that I leave my position prior to the completion of the contract.

One-Year Contract
We agree to purchase datebooks from School Datebooks for the year of 2016-2017.

Three-Year Contract
We agree to purchase datebooks from School Datebooks for the years of 2016-2017, 2017-2018, 2018-2019 at a 4% discount per year. The three year contract also "locks" into our current price grid for the length of the contract.* (Shipping rate subject to change after initial year.)

10/27/15
Date

W. C. Janoo
Signed (School Administrator)

CFB
Title

AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of October 2015 by and between Independent School District #709, a public corporation, hereinafter called District, and Misty Morrow, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 10/28/15 and shall remain in effect until 06/30/15 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Misty Morrow will provide culturally based activities and Dance instruction for DPS students through the American Indian Education Department and Office of Education Equity programs. Fee for Cultural presentation will be \$50.00 per session. Fee for teaching singing/dancing for American Indian Education drum and dance troupe will be \$75.00 per session. See attached description

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 \$5,000.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Edye Howes, 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 P.O. Box 132 Sawyer, MN 55780

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.

<u>Misty Monner</u> Contractor Signature	<u>[Redacted]</u> SSN/Tax ID #	<u>10/15/15</u> Date
<u>[Signature]</u> Program Director		<u>10/19/15</u> Date
<u>[Signature]</u> Director of Curriculum and Instruction		<u>10/26/15</u> Date
<u>[Signature]</u> Director of Business Service/Superintendent of Schools		<u>10/29/15</u> Date

AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of October by and between Independent School District #709, a public corporation, hereinafter called District, and Jonathan Thunder, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 10/28/2015, and shall remain in effect until 6/30/16, 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.** Jonathan Thunder, a world renowned American Indian Artist from the Red Lake Nation will be on contract with DPS American Indian Education Department to provide American Indian Arts and Culture classes and presentations to students/staff. His rate will be \$50.00/per session or \$600.00/all day.
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 \$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:

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

Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the American Indian Education office, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail Jonathan Thunder:

315 N. Lake Ave #406, Duluth, Mn 55806

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

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

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

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

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

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

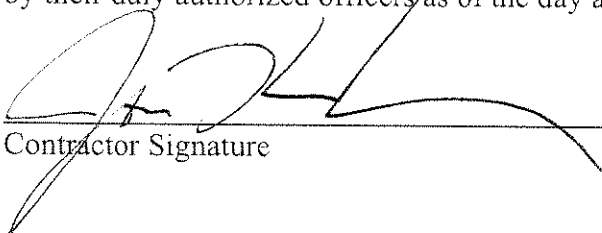
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

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

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


Contractor Signature


SSN/ Tax Identification Number


Date

Edith Daves

Program Director

10/14/15
Date

Michelle Dancy

Director of Curriculum and Instruction

10/26/15
Date

W. Chanson

Director of Business Service / Superintendent of Schools

10/29/15
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 28day of October, 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and Elyse Lawrey, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 10/28/2015, and shall remain in effect until 6/30/16, 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.** Elyse will be on contract to provide expertise in treaty establishment of American Indian reservations in MN and the effect on the communities and land holdings of the membership of the Minnesota Chippewa Tribe. Presentations for the American Indian Education department designed for the education of all students. The payment rate will be \$50.00 per hour.
3. **Background Check .** (Applies to contractors working independent with students)

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$500.00 Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the American Indian Education Department, 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 Elyse Lawrey 4915 Tioga St., Duluth, MN 55812

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

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.

Steph Y. Lawrence _____  _____ 10/14/2015
Contractor Signature SSN/ Tax Identification Number Date

[Signature] _____ 10/15/15
Program Director Date

[Signature] _____ 10/26/15
Director of Curriculum and Instruction Date

W. Hanson _____ 10/29/15
Director of Business Service / Superintendent of Schools Date

AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of October 2015 by and between Independent School District #709, a public corporation, hereinafter called District, and John Morrow , an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 10/28/15 and shall remain in effect until June 30, 2016, 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.** Mr. Morrow will provide culturally based activities, singing, and drumming for DPS students through the American Indian Education Department and Office of Education Equity programs. Fee for Cultural presentation will be \$50.00 per session. Fee for teaching singing/drumming for American Indian Education drum and dance troupe will be \$75.00 per session. See attached description

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 \$10,000.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Edey Howes, 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 P.O. Box 132 Sawyer MN, 55780

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.

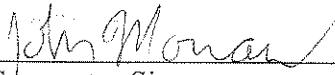


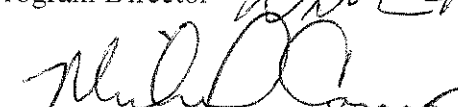
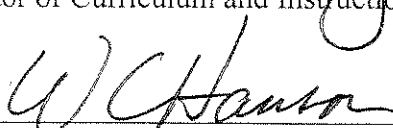
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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.

		Oct. 15, 2015
Contractor Signature	SSN/Tax ID #	Date
	10/19/15	
Program Director		Date 10/19/15
		10/26/15
Director of Curriculum and Instruction		Date
		10/29/15
Director of Business Service/Superintendent of Schools		Date

AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of October, 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and Sam Simmons, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of November 12, 2015, and shall remain in effect until June 30, 2016 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Contractor will provide training for District Staff as a Professional Development opportunity for 3 different cohort groups in a series of 3 sessions throughout the school year. The areas covered in the 3 sessions will be: Intro to Historical & Generational Trauma and relationship to ACEs; Idea of Compassionate Accountability and building resiliency in children and families; and Review of Historical & Generational Trauma & Compassionate Accountability - What's different or what's not and where to go from here?
3. **Background Check .** (Applies to contractors working independent with students)

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.
4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at a rate of \$1,200.00/day (8 hours/day x 3 days), plus \$300.00 (4 prep hours), \$560.00 est. mileage (3 round-trips at 320 miles), \$600.00 est. Hotel Travel Costs (2 nights each session x 3) up to a sum not to exceed \$6,000.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by the District on the day of service per session (3 separate sessions throughout school year).
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail: Sam Simmons, 3033 27th Ave S, P.O.Box 6120 Minneapolis, MN 55406-9998, phone: 612.721.0106.

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

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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.

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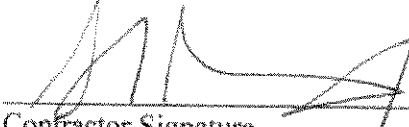
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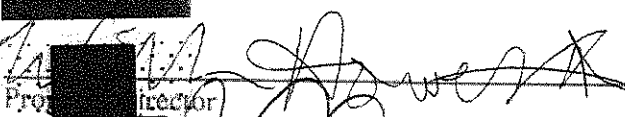

Contractor Signature


SSN/ Tax Identification Number


10-25-15
Date


AKE

Date


Project Director

10/26/15
Date


Director of Curriculum and Instruction

10/29/15
Date


Director of Business Service / Superintendent of Schools

10/29/15
Date