



STATE OF MINNESOTA

ANNUAL PLAN AGREEMENT

This Annual Plan Agreement is for professional/technical services, interpreted pursuant to laws of the State of Minnesota, between Duluth Public Schools, ISD 709 at 215 North First Avenue East, Duluth Minnesota 55802 for Duluth Ordean East Middle School ("Contractor") and Perpich Center for Arts Education ("State").

Pursuant to Minnesota Statutes Section 15.061 and 129C.10, the State is empowered to enter into professional/technical Agreements.

By written acceptance below, the Contractor agrees to perform the following work:

Vendor/Contractor Services

Duties/Responsibilities – The contractor will:

- A team of four (4) teachers from the Duluth Ordean East Middle School will participate in Perpich Arts Integration Network activities taking place on August 19 & 20, 2015
- Receive training in use of digital photography and book publishing for future instruction of Arts Integration activities
- Develop an Arts Integrated instruction for actual use.

Deliverables/Reports

- Produced a "Big Idea Word and Image Series Book"
- Completed an Arts Integration plan for use during the 2015-2016 School Year.

Payment Arrangements

The contractor will be paid a lump sum not to exceed \$1,955.10 (one thousand nine hundred fifty five dollars and ten cents) upon successful discharge of duties and receipt of one detailed invoice that documents dates and hours of work and services performed.

1. **Survival of Terms** The following clauses survive the expiration or cancellation of this Contract: 5. Indemnification; 6. State Audit; 7. Government Data Practices, 8. Intellectual property; 9. Data disclosure; and 10. Jurisdiction and Venue
2. **Conditions of Payment** All services provided by the Contractor pursuant to this Annual Plan Agreement must be performed to the satisfaction of the State, as determined in the sole discretion of the State, and not in violation of any federal, state or local laws, ordinances, rules and regulations. The Contractor will not receive payment for work found by the State to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation. Under Minnesota Statutes Section 16C.08, subdivision 5(b), no more than 90 percent of the amount due under this Annual Plan Agreement may be paid until the final product of this Annual Plan Agreement has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Contractor has satisfactorily fulfilled all the terms of this Annual Plan agreement.
3. **Cancellation** This Annual Plan Agreement may be canceled by the State or the commissioner of Administration at any time, with or without cause, upon 30 days' written notice to the Contractor. In the event of such a cancellation, the Contractor will be entitled to payment, determined on a pro rata basis, for the work or services satisfactorily performed.

4. **Amendments** Any amendments or modifications to this Annual Plan Agreement must be in writing and will not be effective until executed by the parties to this Agreement and approved by all State officials as required by law.
5. **Indemnification** In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:
 - 1) Intentional, willful, or negligent acts or omissions; or
 - 2) Actions that give rise to strict liability; or
 - 3) Breach of contract or warranty.The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.
6. **State Audit** The books, records, documents, and accounting procedures and practices of the Contractor and its employees or representatives, relevant to this Agreement must be made available and subject to examination by the State, including the State, Legislative Auditor, and State Auditor, for a minimum of six years from the end of this Annual Plan Agreement.
7. **Government Data Practices Act** The Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State in accordance with this Agreement, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Contractor in accordance with this Agreement. The civil remedies of Minnesota Statutes Section 13.08, apply to the release of the data referred to in this Article by either the Contractor or the State. In the event the Contractor receives a request to release the data referred to in this Article, the Contractor must immediately notify the State. The State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released.
8. **Intellectual Property Rights**
 - a) Intellectual property rights. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents created and paid for under this Contract. The "works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. "Works" includes documents. The "documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this Contract. The documents will be the exclusive property of the State and all such documents must be immediately returned to the State by the Contractor upon completion or cancellation of this Contract. To the extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire". The Contractor assigns all right, title, and interest it may have in the works and the documents to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the works and documents.

b) Obligations

- (1) Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this Contract, the Contractor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.
- (2) Representation. The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Contractor represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor's or the State's opinion is likely to arise, the Contractor must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

9. **Data Disclosure** Under Minnesota Statute § 270C.65, subdivision 3, and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.
10. **Jurisdiction and Venue** This Annual Plan Agreement is governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Annual Plan Agreement, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

The Contractor must sign its approval in the designated signature block and return the original signed Agreement to the address shown below, prior to the commencement of services.

Agreement Begin Date: August 19, 2015

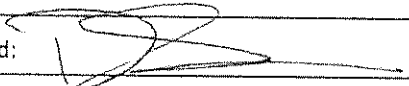
Agreement End Date: August 20, 2015

The maximum amount that the State agrees to pay for the above services is: \$1,955.10 (one thousand nine hundred fifty five dollars and ten cents)

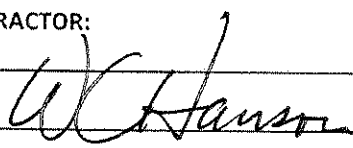

The Contractor must submit one detailed invoice providing documentation of delivered services/product as indicated by Payment Arrangements upon completion of the above services to:

Lon Lamprecht
Perpich Center for Arts Education
6125 Olson Memorial Highway
Golden Valley MN 55422

1. ENCUMBRANCE VERIFICATION:

Signed:	
Date:	8/17/15
Annual Plan T-number:	16A25

2. CONTRACTOR:

By:	
Title:	CFO 
Date:	8/18/15

3. STATE AGENCY:

By (authorized signature):
Title:
Date:

AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of September, 2015 by and between Independent School District #709, a public corporation, hereinafter called District, and Lisa Mitchell-Krocak, an independent contractor, hereinafter called Contractor.

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


The terms and conditions of this Agreement are as follows:


1. **Dates of Service.** This Agreement shall be deemed to be effective as of 9/2/2015, and shall remain in effect until 5/30/2016, 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.**
 - a. Restorative Learning Training (OR SEE ATTACHED)
3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services in performing said obligations up to a sum not to exceed \$ 4,500.00. 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.
4. **Request for Reimbursement.** Contractor shall request reimbursement on a monthly basis, using the District Invoice attached as Attachment A. This invoice must be submitted within 30 days of the end of the month being billed for.
5. **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 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.
6. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the district and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

7. **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 Adrian Norman, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Lisa Mitchell-Krocak 4280 Charles Road, Duluth, MN 55803.
8. **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.
9. **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.
10. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject to the matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.
11. **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.
12. **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.
13. **Insurance.** (If applicable)

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


INDEPENDENT SCHOOL DISTRICT NO. 709


 Program Director


 CFO/Executive Director of Business Services

CONTRACTOR


 Contractor Signature


 Taxpayer ID Number



william hanson <william.hanson@isd709.org>

Re: contract

1 message

Kimberly Ledoux <kimberly.ledoux@isd709.org>
To: william hanson <william.hanson@isd709.org>

Mon, Aug 17, 2015 at 1:44 PM

Hi Bill,

Restorative Learning Program - staff development

- working with at-risk learners
- anti-bullying
- ownership of behaviors
- continuing the conversations

2 + hours / week throughout the school year = 60-70 hours (teachers/staff)

.5 + hours / week throughout the school year = 15-20 hours (admin)

minimum 75 hours not to exceed 90 hours

10 hours travel/prep time

\$45/hr

Please let me know if additional information or documentation is required.

Thank you!

Kim

On Mon, Aug 17, 2015 at 1:18 PM, william hanson <william.hanson@isd709.org> wrote:

In regards to the contract with Lisa Mitchell-Krocak to provide Restorative Learning Training services, is there a document that describes what it takes for her to earn the \$4500 maximum? Certain dates/sessions? Number of hours for us? Specific services?
Thanks,

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Bill Hanson
CFO/Executive Director of Business Services
ISD 709 - Duluth Public Schools
215 North 1st Ave E
Duluth, MN 55802
218-336-8704
william.hanson@isd709.org

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Confidentiality Notice: This E-mail message, including any attachments, is

Dr. David Swenson
AND
DULUTH PUBLIC SCHOOLS, ISD 709

AGREEMENT FOR PURCHASE OF SERVICE FOR INSERVICE on August 25, 2015

The following is an Agreement between Dr. David Swenson, (hereafter referred to as the CONSULTANT) and Duluth Public Schools, ISD 709 (hereafter referred to as the DISTRICT). This Agreement shall be effective August 1-30, 2015. wck

1. The Consultant Agrees:
 - A. Services provided by the CONSULTANT will be for the purpose of presenting at the in-service, "Creating a Culture of Achievement for all Using Evidence Based Interventions "on August 25, 2015.
2. The District Agrees:
 - a. To pay the CONSULTANT a fee of \$300.00 for in-person presentation from 9:00-10:00 a.m. on August, 25, 2015. Fee includes preparation hours. Total to be paid \$300.00

CANCELLATION

This agreement may be cancelled by the CONSULTANT or the DISTRICT at any time, with or without cause, upon 30 days written notice. In the event of such a cancellation, the CONSULTANT shall be entitled to payment, determined on a pro rata basis, for work performed to the DISTRICT satisfaction.

AMENDMENTS

Amendments must be in writing and indicate approval by both parties to the amended terms.

STATE AUDIT

The books, records, documents and accounting procedures of the contractor and its employees relevant to this agreement must be made available by the STATE for a minimum of 6 years from the end of the agreement

LIABILITY

The contractor agrees to indemnify, save and hold the district/agency, its employees harmless from any and all claims or causes of action, including attorneys fees incurred arising from the performance of this agreement by the contractor and its agents or employees. wck

Dr. David Swenson	
<u>David Swenson</u>	<u>8-19-2015</u>
Contractor signature	Date signed
District agrees to the terms	
<u>Jason Chan</u>	<u>8/24/15</u>
District approval	Date signed
Additional signature required	
<u>W. Hanson</u>	<u>8/24/15</u>
	Date signed

SCHEDULE A – ACA TAX FORM SERVICE
SERVICE PROVIDER, TERM AND FEES FOR SERVICES

Client Name: Independent School District No. 709 (“Client”)

Effective Date: September 1, 2015

The ACA Tax Form Service and corresponding Activation Services (as described in Schedule B hereto) (the “Service”) is an automated tax statement service that will enable authorized current and former employees (each an “Employee”) of Client to have automated access to federal tax form 1095-C (the “Employee Tax Form”) and for Client to transmit tax form 1094-C to the United States (US) Internal Revenue Service (IRS). The Service is provided by TALX Corporation (provider of Equifax Workforce Solutions), a Missouri corporation (“EWS”). Client authorizes EWS as its authorized agent to provide the Service. EWS shall provide the Service in accordance with the Universal Service Agreement (“Agreement”) dated **May 1, 2014**, this Schedule A and Schedule B (which are part of the Agreement) utilizing the tax form information supplied by and/or on behalf of Client. All capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Agreement.

- 1) **Term:** This Schedule shall be for an initial term commencing on the Effective Date above through December 31, 2016 (“Initial Term”). Invoicing for tax years shall be as set forth under Payment Terms. This Schedule may be renewed for successive one (1) year terms (“Successive Term(s)”) upon the mutual written agreement of the parties on January 1st of the year immediately following the Initial Term and each January 1st thereafter.
- 2) **Termination:** Either party may terminate this Schedule if the other party has materially breached the Agreement, provided that the party claiming breach must give the other party at least thirty (30) days prior written notice in which to cure the breach before terminating this Schedule. Notwithstanding anything to the contrary, this Agreement may not be terminated for convenience.
- 3) **Payment Terms:** All prices and fees for the Service performed under these Schedules A and B are as stated in Exhibit 1 - Fees, attached hereto and made part of this Schedule A.
 - All One-Time Fees in Schedule A – Exhibit 1 – Fees will be invoiced upon execution of this Agreement.
 - All Annual Fees in Schedule A – Exhibit 1 – Fees will be invoiced annually on October 1.
 - All Per-Form Fees in Schedule A – Exhibit 1 – Fees will be invoiced annually in February. Fees are based on the number of Tax Form 1095-Cs processed by the Service for the current tax year. A minimum charge of \$2,500 will apply.
 - If applicable, any postage and/or shipping charges will be invoiced annually in April.
 - Invoices are due net thirty (30) days.
 - Payments not received within forty-five (45) days of invoice will bear interest at a rate of 1.5% per month.
 - Except to the extent that Client has provided an exemption certificate, direct pay permit, or other such appropriate documentation, EWS shall add to each invoice any sales, use, excise, value-added, gross receipts, services, consumption, and other similar transaction taxes, however designated, that are properly levied by any taxing authority upon the provision of the Service, excluding, however, any state or local privilege or franchise taxes, taxes based upon EWS’s net income, and any taxes or amounts in lieu thereof paid or payable by EWS as a result of the foregoing excluded items.
 - All fees are in U.S. dollars.
- 4) **Data:** Client acknowledges that Client is solely responsible for the quality of the Data provided by Client or by a third-party on behalf of Client. Client will validate the completeness and accuracy of all Data prior to submitting to EWS. EWS may use depersonalized Client Data to perform analytics, modeling and/or demographic studies. Depersonalized Client Data shall not include any information that individually, or collectively, could be used to specifically identify either Client or Client’s employees.
- 5) **Master File:** Client acknowledges that it shall maintain full responsibility for maintenance, storage, and production of the Employee Master File (as defined herein). Employee Master File shall mean the file which retains all employee data required under state and federal recordkeeping and retention laws, which may include, but is not limited to, name, address, social security number, date of birth, work location, wage and hour data, tax and payroll information, human resources data, and benefits information.
- 6) **Activation:** Client acknowledges that it must undertake certain steps for the Service to be provided correctly and timely, including, without limitation, providing Data in a proper format, undergoing testing procedures, and assisting with the associated Activation Services. Client agrees to fully cooperate with EWS to activate the Service. EWS shall have no liability with regard to any errors that result from Client’s failure to timely provide Data (or update Data) accurately and completely and in the format required by EWS.

Schedule A and Schedule B shall be binding on the parties upon the date last executed below.

Client – Independent School District No. 709

TALX Corporation,
 provider of Equifax Workforce Solutions

By: WCHanson
 Name: BILL HANSON
 Title: CFO
 Date: 8/24/15

By: _____
 Name: _____
 Title: _____
 Date: _____

SCHEDULE A – ACA TAX FORM SERVICE

EXHIBIT 1 - FEES

Fee Schedule

All fees stated below will increase annually from the prior year at a rate of 5%

Estimated Number of 1095-Cs to be processed in Year 1 of Agreement: 2,000

One-Time Fee Description	Purchased	Unit Price	Total
Portal Integration Service (Optional)	Yes	\$0	\$0
Total One-Time Fees			\$0

Annual Fixed-Fee Description	Purchased	Unit Price	Annual Fee
Tax Platform Activation Service	Yes	\$5,000	\$5,000
Tax Form 1094-C Transmittal Service	Yes	\$1,500	\$1,500
Total Annual Fixed-Fees			\$6,500

Per-Form Fee Description	Purchased	Per-Form Fee
Tax Form 1095-C Electronic Fulfillment Service <i>Client will be charged for all 1095-Cs produced regardless of whether or not the Employee has consented to electronic delivery. If Client has not opted for the "Tax Form 1095-C Print Service", it will be Client's responsibility to provide a 1095-C to any employee that has not consented to electronic delivery.</i>	Yes	\$0.85
Tax Form 1095-C Print Service (Optional) <i>Client will be charged for printing, shipping, and/or postage required to mail the 1095-C to the employee. The fee for this services is <u>in addition to</u> the fee for the Tax Form 1095-C Electronic Fulfillment Service.</i>	Yes	Per form cost to print and mail

SCHEDULE B – ACA TAX FORM SERVICE

SERVICE DESCRIPTION OVERVIEW

Tax Form Platform Activation Service

Description

The Tax Platform Activation Service (“Activation Service”) is an annual service that allows EWS to configure the Tax Form Platform for the production and distribution of US Tax Form 1095-C (the “Tax Form”) and transmittal of US Tax Form 1094-C to the IRS.

Service Delivery Tasks

EWS will perform the following tasks in the delivery of this service:

1. Provide Client with a Configuration Checklist that captures Client’s requirements, Service options, mailing and shipping instructions, change management, and the selected test and production run schedules.
2. Configure Tax Platform per the Configuration Checklist.
3. Configure Tax Platform to import and process files containing test Tax Form data.
4. Provide Client with a maximum of two (2) Tax Form proofs / validation reports during the testing cycle.
5. Configure Tax Platform to import and process files containing product Tax Form data.
6. Provide Client with a maximum of one (1) Tax Form proofs / validation reports during the production cycle.

Assumptions

1. The Activation Service will be delivered using EWS’s project management methodology. Client acknowledges the Activation Service is a fixed fee service and agrees to adhere to the timelines and milestones established during the kick-off call.
2. Client understands Client requirements captured in the Configuration Checklist are governed by the functionality available in the Tax Platform at the time of the Activation Service.
3. If Client is subscribed to the EWS ACA Management Platform (the “Management Platform”):
 - a. EWS will transmit tax form data from the Management Platform to the Tax Platform for both test and production runs upon Client’s request.
 - b. Client understands that Client must have an enforceable agreement for the Management Platform in order for EWS to send data from the Management Platform to the Tax Platform.
4. If Client is not subscribed to the Management Platform:
 - a. Client will provide data in the format defined by the Tax Platform file specification.
 - b. Client will validate all data extracts prior to delivering to EWS.
 - c. Client will provide their data in a maximum of 2 data files per Employer Code. EWS will charge Client \$1,500 for each additional file. EWS will notify Client prior to charging for these efforts.
 - d. Client will be granted a maximum of three (3) attempts to provide data, cumulative between both test and production, to the Tax Platform. Additional attempts will result in EWS charging Client a rate of \$1,500 for each attempted file. EWS will notify Client prior to charging for these efforts.
 - e. Client understands if Client does not authorize EWS to process the file so that it complies with the United States Postal Service’s regulations to reduce postage costs, Client will be subject to non-discounted postage rates.
5. Client understands the Configuration Checklist must be completed no later than October 15th of the calendar year for which tax year forms will be produced in order to permit EWS to implement the Fulfillment Service in a timely manner.
6. Client understands that additional proofs / validate reports over what is specified in the Service Delivery Tasks will result in Client being charged \$1,500 per additional proof / validation report. EWS will notify Client prior to charging for these efforts.
7. Client understands that once a production run has been generated, if Client should request an additional production run, EWS will charge Client a surcharge of \$0.08 per form in addition to the per form price for the Tax Form 1095-C Fulfillment Service.

SCHEDULE B – ACA TAX FORM SERVICE

SERVICE DESCRIPTION OVERVIEW

Tax Form 1094-C Transmittal Service

Description

The 1094-C IRS Transmittal Service (the “Transmittal Service”) is designed to transmit Client’s data to the IRS per the instructions for Tax Form 1094-C.

Service Delivery Tasks

EWS will perform the following tasks in the delivery of this service:

1. Transmit Tax Form 1094-C to IRS upon instructions from Client.

Assumptions

1. Client understands that for EWS to transmit Tax Form 1094-C to the IRS, Client must have completed the Activation Service and have uploaded all required data to the Tax Platform.

Tax Form 1095-C Fulfillment Service

Description

The Tax Form 1095-C Fulfillment Service (the “Fulfillment Service”) is designed to allow Client to outsource the creation of Tax Form 1095-C (the “Tax Form”) for their active and former employees (each, an “Employee”), for whom Client must provide a 1095-C. Once the 1095-Cs are created, the Fulfillment Service will allow Employees to download a copy of their Tax Forms via the Tax Form Management Platform (the “Tax Platform”). EWS will support up to four years of statements, in compliance with IRS data retention policies, assuming Client has provided data.

Service Delivery Tasks

EWS will perform the following tasks in the delivery of this service:

1. EWS will make completed Tax Forms available via a secure website to all Employees. EWS will notify Client when completed forms are available.
2. EWS will make completed Tax Forms for the current tax year available through December 31. After this date, Employees will be able to request a prior year’s Tax Form by website or telephone.
 - a. EWS will record all requests for an additional copy of the Tax Form (a “Reissue”) in an audit log.
 - b. Reissues will be provided via secure website, fax, or US Post Office (USPS) mail, as requested by Employee. Client must purchase the Tax Form 1095-C Print Service in order for Employees to receive Reissues by USPS mail.
 - c. EWS will allow an employee who has consented to electronic delivery, to download an unlimited number of copies of their prior-year Tax Form 1095-C through December 31 of the current year. For all other employees, EWS will provide the first Reissue of the current tax year to an Employee at no additional charge. EWS will charge Client \$12 per additional reissue for the current tax year and \$18 per reissue for prior tax years.
3. EWS will make Tax Forms available for download into tax preparation products.
4. EWS will provide Client with a CD-ROM of all Tax Forms for the current tax year.

Assumptions

1. Client understands unless the Tax Form 1095-C Print Service was purchased, Client will be responsible for printing Tax Forms for all employees that did not consent to electronic delivery.
2. Client understands any corrected 1095-C will result in an additional per-form charge.
3. Client understands EWS does not support downloading of Tax Forms into all tax preparation products.
4. Client understands the name of their organization will appear in tax preparation products when users are prompted to download Tax Forms.
5. Client understands that, if available, EWS will include coupons from third-party tax preparation software products and service providers on the 1095-C.
6. Client understands that additional CD-ROMs will be provided for a fee of \$500 per CD-ROM.

SCHEDULE B – ACA TAX FORM SERVICE

SERVICE DESCRIPTION OVERVIEW

Tax Form 1095-C Print Service (Optional Service)

Description

The Tax Form 1095-C Print Service (the “Print Service”) is designed to print and mail U.S. Tax Form 1095-C (the “Tax Form”) for their active and former employees (each an “Employee”) that did not consent to electronic delivery of their Tax Form.

Service Delivery Tasks

EWS will perform the following tasks in the delivery of this service:

1. Print Tax Forms on paper that meets federal regulations and those of the United States Postal Service (“USPS”)
2. Print Tax Forms in a format that meets the requirements of the Internal Revenue Service.
3. Print text on Tax Forms at laser printer quality or better
4. Mail printed Tax Forms directly to individuals at the location specified in the Client-provided Tax Form data files.

Portal Integration Service (Optional Service)

The Portal Integration Service allows Client to use their existing user authentication process to remotely authenticate users the Tax Form Management Platform (the “Tax Form Platform”) via Security Assertion Markup Language (SAML). In order for Client to remotely authenticate users to the Tax Form Platform, Client must enhance their portal(s) to support the standard Extensible Markup Language application programming interface to the EWS single sign-on server.

There is a three-step process to complete the development and testing of the single sign-on interface. The first step is a stand-alone proof-of-concept used to demonstrate that Client’s portal(s) can communicate with the EWS development server utilizing the basic technology. The second step is a full test implementation of the interface communicating with an EWS test server. This implementation allows Client and EWS to test the functionality of the complete interface with each portal. The third step is to promote the implementation to the production environments of both Client and EWS. EWS provides ongoing technical support for the interface to Client.

Modification to the Service Description Overview

TALX reserves the right to modify the Service from time to time, provided that any such modification applies in an identical manner to all other clients of the Service and the changes made will only enhance and not reduce the quality of the Service. If the modification shall be a substantial change from this Service Description Overview, TALX shall provide notice of the change to Client. A substantial change shall be a change which is inconsistent with this Service Description Overview. A change that does not alter functionality of the Service, such as a change for upgraded security of data, is not a substantial change. Client may terminate this Schedule A and B by notice given to TALX within thirty (30) days after notice of an amendment to the Service Description Overview, and termination shall be effective ninety (90) days after notice is provided unless Client provides for an earlier or later effective date of termination in the notice of termination. Absence of such termination shall constitute Client’s agreement to the modified Service Description Overview.

Memorandum

To: Bill Hanson

From: Kerry M. Leider



Date: August 27, 2015

Re: Duluth Congregational Church Parking Lot Use Agreement – East High School

Enclosed please find two (2) copies of the Parking Lot Use Agreement between Independent School District #709 and The Duluth Congregational Church for the shared use of up to forty (40) parking spaces in the parking lot located at 3833 East Superior Street. This agreement covers the period from September 2, 2015 through May 31, 2016 at an estimated cost of \$2,520.00, which will be paid out of parking lot user fees.

I am recommending approval of the Agreement with the Duluth Congregational Church for parking lot use near East High School. If you concur, please sign both copies and return them to the Facilities Management office for processing.

If you have any questions, please call me at extension 3234.

Attachments

PARKING LOT USE AGREEMENT

THIS AGREEMENT made as of the 27th day of August, 2015, by and between The Duluth Congregational Church, Minnesota, a non-profit corporation, CHURCH, and Independent School District No. 709, a public corporation under the laws of the State of Minnesota, DISTRICT;

WITNESSETH, that in consideration of the rent reserved herein and the mutual covenants and conditions contained herein, the Parties agree as follows:

1. The Church hereby agrees, and District hereby accepts and takes, without any obligation on the part of the Church to make any improvements, the shared use of up to Forty (40) parking spaces in the parking lot located at 3833 East Superior St.
2. The term of the Agreement shall be from September 2, 2015 until May 31, 2016 or until terminated by either party upon 60 days written notice.
3. As and for payment for the above described shared use, District agrees to pay the Church a reimbursement of the cost of operating and maintenance of the parking lot which cost is agreed to equal the sum of TWO HUNDRED EIGHTY DOLLARS (\$280.00) per month.
4. Church warrants that it has good title to the above described premises and has the right to enter into this joint use agreement, and that so long as District is not in default under this Agreement, the District will be entitled to quiet and peaceful enjoyment of the parking lot premises and shall not be disturbed or interfered with by Church or by any person claiming by, through or under the Church.
5. By entering into this Agreement, District shall not be liable for the payment of any taxes, assessments or other impositions imposed upon said lands, District's liability being solely that for the payment of cost described herein above.
6. Upon the termination of this Agreement through forfeiture or through lapse of time or any other means, District shall surrender its use of the above described premises to Church in as good a condition as received, reasonable wear and tear excepted.
7. District shall name the Church as additional insured upon its policy of liability insurance, and to the extent of such insurance and to the limits therein provided, or to the limits set forth in Minnesota Statute §466.04, whichever limits are greater, agrees to indemnify and save Church harmless from any claims, demands, actions or causes of action arising out of District's use and occupancy of said premises.
8. The use of said parking lot shall be for the shared use of the Church and District from 7:00 a.m. until 5:30 p.m. on weekdays during the term of this Lease. At other hours and times, the Church shall be entitled to the exclusive use of said premises.
9. The use of said parking lot shall be designated for the exclusive use of the Church on occasion during the period of 7:00 a.m. until 5:30 p.m. on weekdays during the term of this Agreement for the purposes of conducting funerals or other special events by the Church providing at least 24 hour advance notice to the District (East High School Principal).

Parking Lot Use Agreement Between

The Duluth Congregational Church and Independent School District No. 709

10. The District agrees that during the term of this Agreement it will provide labor to monitor, pick up and dispose of refuse left in the lot by the District's users during the period from 7:00 a.m. until 5:30 p.m. on weekdays during the term of this Agreement.

11. The District agrees to manage the use of the Church Parking Lot by the District's students and/or other users authorized by the District, thru the issuance of parking permits that shall be visibly displayed in each vehicle that is authorized by the District to park in the lot according to the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CHURCH:

THE DULUTH CONGREGATIONAL CHURCH

BY: _____

Chuck Voss, Church Moderator

DISTRICT:

INDEPENDENT SCHOOL DISTRICT NO. 709

BY: WCHanson

William C. Hanson

Director of Business Services

AGREEMENT

THIS AGREEMENT, made and entered into this 1 day of August, 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and DeAnna Hudson, 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 August 1, 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.** (insert programs or services to be performed by contractor)
Support services include: Connecting with ISD 709 Families in Transition program coordinator to determine needs of families and students, meet with families in shelters or households to determine concerns and community support options, provide parenting support individually or in small groups at shelter and/or transitional housing sites, assist parents in maintaining appointments for children/youth within the community and school.
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 \$22,000. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of _____, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail _____ (mailing address including Zip Code) _____.

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

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.

Memorandum

To: Bill Hanson

From: Kerry M. Leider



Date: August 20, 2015

Re: Cast-in-Place Concrete at Denfeld High School – Home Menders, Inc.

Attached is one (1) copy of the Agreement between Independent School District #709 and Home Menders, Inc. to provide a cast-in-place concrete slab adjacent to the front entrance at Denfeld High School to create an area for bike racks and an outdoor table seating area. The total estimated cost of this service is \$17,900.00.

I am recommending approval of the agreement with Home Menders, Inc. After review and if you concur, please sign the Agreement and return it to the Facilities Management office for processing.

Attachments

HMI

Home Menders, Inc.

PO Box 16212

Duluth, MN 55816

Phone 218-722-6181 Fax 218-722-2191

www.HMIduluth.com

PROPOSAL

To: ISD 709, Dave Spooner

Date: 8/10/15

From: Greg Peterson
218-722-6181

Project: Denfeld School, Duluth
Bids: asap

Division: 03300 Cast in Place Concrete

Includes:

- Slab, 5" thick with fibers
- Slab at wider section to follow slope of existing sidewalk
- Slab at narrower section to slope approximately 1/4" per ft
- Concrete cure/sealer
- Replace small sidewalk section near corner
- Excavate and place up to 5" class 5 base
- Completed prior to Labor Day

Excludes:

- Winter conditions
- Joint sealant
- Testing Services
- Surveying
- Additional earthwork

HMI agrees to do the above listed work for a lump sum price of
Total - \$ 17,900

Other Notes

The above work is quoted in accordance to the specifications for this project. All work will be done according to the drawings that were provided during the bid process. HMI has received and acknowledged a total of 0 addendums for this project.

We are a Union Contractor.

If you have any questions or concerns with this proposal please feel free to contact me at anytime.

Bubba McGregor
Superintendent
Email: Bubba@HMIduluth.com

Greg Peterson
Estimator/Manager
Greg@HMIduluth.com

Acceptance of proposal: WCHanson, CFO

Memorandum

To: Bill Hanson

From: Kerry M. Leider



Date: August 25, 2015

Re: Playground Area Sodding at Lester Park Elementary School – TMIC Landscaping, LLC

Attached are two (2) copies of the Agreement between Independent School District #709 and TMIC Landscaping, LLC to till the soil and install sod around two playground areas at Lester Park Elementary School. The total estimated cost of this service is \$1,365.00.

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

Attachments

TMIC LANDSCAPING, LLC

3521 Brevator Rd.
 Cloquet, MN 55720
 Tel: (218) 428-3802
 Fax: (218) 879-3472

Estimate

Date	Estimate #
8/24/2015	1077

Name / Address
ISD 709 - Lester Park School

P.O. No.	Project
	Tillage and Sod

Description	Qty	Rate	Total
Sod - SY	210.00	5.00	1,050.00
Till the soil - SY	210.00	1.50	315.00
<p style="text-align: right;">RECEIVED AUG 27 2015 I.S.D. #709 FACILITIES MGMT</p>			
If you have questions please call Tom Micklewright at 218-428-3802.			Total \$1,365.00

Signature WCHanson