



FACILITIES MANAGEMENT

Independent School District No. 709

Located at 101 East 3rd Street

Mailing Address: 215 North 1st Avenue East

Duluth, Minnesota 55802

Construction Management (218) 336-8907

Maintenance (218) 336-8906

Operations (218) 336-8905

Fax (218) 336-8909

Memorandum

To: Bill Hanson

From: Kerry M. Leider

Date: October 10, 2011

Re: Security Services at Kenwood School – Per Mar Security Services

Attached find two (2) copies of the Agreement between Independent School District #709 and Per Mar Security Services to take over the existing security system at Kenwood School located at 1750 Kenwood Avenue. The total estimated cost for this service is \$1,920.00 annually.

I am recommending approval of the contract amount with Per Mar Security Services for security monitoring services at Kenwood School. If you concur, please sign both copies of the agreement and return them to the Facilities Management office for processing.

Attachments

BASIC AGREEMENT

Date 10/6/11



Customer Name & Address

ISD #709 - Kenwood
215 N. 1st Ave E.
Duluth, MN 55802

Attn: John Hoban

Tel No. 218 / 349-7377

Schedule of Detection Equipment / Services:

Takeover the existing system at this location.
Customer will provide 2 analog phone line.

- * VoIP - Voice Over Internet Protocol: This technology will affect the connection via the phone line in your home to our central station. If you choose VoIP technology you must contact us to assure connectivity to our Central Station. This may require an upgrade of your system that is not covered under any service agreement with Per Mar.
- * Additional service charge shall apply if an alarm response officer discovers an authorized individual present who did not call to cancel the alarm properly.

This Agreement relates to the following equipment and/or services to be provided (P) or not provided (NP):

Alarm System	<input checked="" type="checkbox"/> BA	<input checked="" type="checkbox"/> FA	<input type="checkbox"/> CCTV	<input type="checkbox"/> ACCESS	<input checked="" type="checkbox"/> P	<input type="checkbox"/> NP		
Monitoring Services						<input checked="" type="checkbox"/> P	<input type="checkbox"/> NP	
Open / Close Logging						<input checked="" type="checkbox"/> P	<input type="checkbox"/> NP	
Open / Close Mailings						<input type="checkbox"/> P	<input checked="" type="checkbox"/> NP	
Alarm Response Service*						<input checked="" type="checkbox"/> P	<input type="checkbox"/> NP	
Closed Circuit TV Service Agreement						<input type="checkbox"/> P	<input checked="" type="checkbox"/> NP	
Access Control Service Agreement						<input type="checkbox"/> P	<input checked="" type="checkbox"/> NP	
Managed Access Control						<input type="checkbox"/> P	<input checked="" type="checkbox"/> NP	
Videofied						<input type="checkbox"/> P	<input checked="" type="checkbox"/> NP	
Service Agreement	<input checked="" type="checkbox"/> BA	<input checked="" type="checkbox"/> FA					<input checked="" type="checkbox"/> P	<input type="checkbox"/> NP
Inspection Frequency						<input type="checkbox"/> P	<input checked="" type="checkbox"/> NP	
Test Timer Interval	<u>Daily</u>					<input checked="" type="checkbox"/> P	<input type="checkbox"/> NP	
Radio						<input type="checkbox"/> P	<input checked="" type="checkbox"/> NP	
UL Listed						<input type="checkbox"/> P	<input checked="" type="checkbox"/> NP	
Per Mar Online						<input type="checkbox"/> P	<input checked="" type="checkbox"/> NP	
Other	<u>School Patrol</u>					<input checked="" type="checkbox"/> P	<input type="checkbox"/> NP	

TYPE OF TRANSACTION

- Direct Sale (equipment to become property of CUSTOMER upon payment in full of selling price stated below).
- System to remain property of PER MAR.

THIS AGREEMENT made this 6th day of Oct, 20 11 by and between PER MAR SECURITY AND RESEARCH CORP. referred to as "PER MAR", and ISD #709 - Kenwood, referred to as CUSTOMER.

1. PER MAR agrees to furnish system(s) and/or service(s) at the premises of CUSTOMER at 1750 Kenwood Ave - Duluth, MN 55811
2. For the consideration mentioned, CUSTOMER shall pay the sum of \$ 100.00 payable \$ 0 upon executing this Agreement, and the balance at Per Mar's discretion, will be progressively billed based on a percentage of completion method computation. In addition, customer shall also be subject to terms in paragraph 6, if applicable.
3. Customer agrees to pay the sum of \$ 1920.00 annually, for ongoing services as specified, payable in advance during the term of this Agreement.
4. Except as otherwise herein provided, this Agreement shall remain in full force and effect for a period of two years from the date service is operative under this Agreement. After the initial two year term, this Agreement shall be automatically renewable yearly, unless terminated by either party upon written notice at least 30 days prior to the anniversary date.
5. The CUSTOMER hereby agrees that PER MAR shall have the right to modify the charges at any time or times after the expiration of twelve months from the date of Agreement. If the CUSTOMER is unwilling to pay any such increase and notifies PER MAR in writing by certified mail within 30 days after such increase, PER MAR shall be permitted, at its sole option, to terminate this agreement as if the term had expired or in the alternative will continue the prior rate and will allow this Agreement to remain in full force and effect without further notice. Failure to notify PER MAR in writing by certified mail within 30 days after such increase will constitute consent to the increase.
6. Customer shall be liable for and pay to PER MAR any excise, sales, use, ad valorem, value added or other taxes which may be imposed upon PER MAR or the CUSTOMER because of the existence of this Agreement and/or the carrying out of any of the provisions hereof. In addition, CUSTOMER shall pay any village or municipal permit or license fees, as well as any false alarm assessments, imposed by any governmental body.
7. When this Agreement refers to Inspection/Testing, listed equipment will be inspected/tested/cleaned as needed during normal business hours only (8 AM - 5 PM Monday - Friday) unless specifically stated otherwise under "Schedule of Detection/Services."
8. When this Agreement includes a service package for normal wear and tear to the system, service, (including all parts, with associated labor, except batteries) will be performed without charge. Service will, unless specifically stated otherwise, be performed 24 hours a day seven days a week. An additional charge shall be made for any repairs necessitated by other than ordinary wear and tear in accordance with the standard charges of Per Mar.
9. CUSTOMER authorizes PER MAR to perform the installation during regular work hours with CUSTOMER furnishing any necessary electric power at CUSTOMER'S cost. Installation charges referenced in paragraph 2 above are based on PER MAR performing the installation with its own personnel or contractors of its choosing. If, for any reason, these services must be performed by other contractors, charges shall be revised accordingly. If any inspection bureau, or any other agency having jurisdiction, or the CUSTOMER by his own act, shall require or make necessary any changes in the system installation must be requested in writing by CUSTOMER and shall be paid for by CUSTOMER. PER MAR is authorized to make any preparation appropriate to the installation of the system, such as drilling holes, making attachments or doing any other thing.

ENTIRE AGREEMENT

This Agreement, includes the terms and conditions contained on the reverse side and will be binding on the parties, their heirs, successors, and assigns when executed by the parties and approved by the Authorized Representative of PER MAR, or when services begin.

By Eric Brubaker PER MAR Agent

Approved _____ Authorized Representative of PER MAR

Any electronic manipulation of this contract without written consent of Per Mar Security voids this contract.

CUSTOMER ACCEPTANCE

In accepting this agreement, CUSTOMER agrees to the terms and conditions contained herein and specifically acknowledges and accepts the disclaimer/limitation of liability and indemnity paragraphs hereof and the other terms and conditions on the reverse side which are an integral part of this Contract. (READ THE FRONT AND REVERSE SIDE OF THIS AGREEMENT BEFORE SIGNING.)

Signed W. Chanson Signature Title CFO

System installed and operative this _____ day of _____, 20 _____



FACILITIES MANAGEMENT

Independent School District No. 709

Located at 101 East 3rd Street

Mailing Address: 215 North 1st Avenue East

Duluth, Minnesota 55802

Construction Management (218) 336-8907

Maintenance (218) 336-8906

Operations (218) 336-8905

Fax (218) 336-8909

Memorandum

To: Bill Hanson

From: Kerry M. Leider

Date: October 10, 2011

Re: Security Services at Kenwood School Shed– Per Mar Security Services


Attached find two (2) copies of the Agreement between Independent School District #709 and Per Mar Security Services to take over the existing security system at the Kenwood School warming shed located at 1750 Kenwood Avenue. The total estimated cost for this service is \$420.00 annually.

I am recommending approval of the contract amount with Per Mar Security Services for security monitoring services at the Kenwood School shed. If you concur, please sign both copies of the agreement and return them to the Facilities Management office for processing.

Attachments

BASIC AGREEMENT

Date 10/6/11



PER MAR SECURITY SERVICES
 www.permarsecurity.com
 4210 Airpark Boulevard
 Duluth, MN 55811
 Telephone No. 218.722.1178

Customer Name & Address
ISD #709 - Kenwood Shed
 215 N. 1st Ave E.
 Duluth, MN 55802
 Attn: John Hoban Tel No. 218 / 349-7377

Schedule of Detection Equipment / Services:

Takeover the existing system at this location.
 Customer will provide analog phone line.

* VoIP - Voice Over Internet Protocol: This technology will affect the connection via the phone line in your home to our central station. If you choose VoIP technology you must contact us to assure connectivity to our Central Station. This may require an upgrade of your system that is not covered under any service agreement with Per Mar.
 * Additional service charge shall apply if an alarm response officer discovers an authorized individual present who did not call to cancel the alarm properly.

This Agreement relates to the following equipment and/or services to be provided (P) or not provided (NP):

- Alarm System BA FA CCTV ACCESS P NP
- Monitoring Services P NP
- Open / Close Logging P NP
- Open / Close Mailings P NP
- Alarm Response Service* P NP
- Closed Circuit TV Service Agreement P NP
- Access Control Service Agreement P NP
- Managed Access Control P NP
- Videofied P NP
- Service Agreement BA FA P NP
- Inspection Frequency _____ P NP
- Test Timer Interval _____ P NP
- Radio P NP
- UL Listed P NP
- Per Mar Online P NP
- Other _____ P NP

TYPE OF TRANSACTION

- Direct Sale (equipment to become property of CUSTOMER upon payment in full of selling price stated below).
- System to remain property of PER MAR.

THIS AGREEMENT made this 6th day of Oct, 20 11 by and between PER MAR SECURITY AND RESEARCH CORP., referred to as "PER MAR", and ISD #709 - Kenwood Shed, referred to as CUSTOMER.

- PER MAR agrees to furnish system(s) and/or service(s) at the premises of CUSTOMER at 1750 Kenwood Ave - Duluth, MN 55811
- For the consideration mentioned, CUSTOMER shall pay the sum of \$ 100.00, payable \$ 0 upon executing this Agreement, and the balance at Per Mar's discretion, will be progressively billed based on a percentage of completion method computation. In addition, customer shall also be subject to terms in paragraph 6, if applicable.
- Customer agrees to pay the sum of \$ 420.00 annually, for ongoing services as specified, payable in advance during the term of this Agreement.
- Except as otherwise herein provided, this Agreement shall remain in full force and effect for a period of two years from the date service is operative under this Agreement. After the initial two-year term, this Agreement shall be automatically renewable yearly, unless terminated by either party upon written notice at least 30 days prior to the anniversary date.
- The CUSTOMER hereby agrees that PER MAR shall have the right to modify the charges at any time or times after the expiration of twelve months from the date of Agreement. If the CUSTOMER is unwilling to pay any such increase and notifies PER MAR in writing by certified mail within 30 days after such increase, PER MAR shall be permitted, at its sole option, to terminate this agreement as if the term had expired or in the alternative will continue the prior rate and will allow this Agreement to remain in full force and effect without further notice. Failure to notify PER MAR in writing by certified mail within 30 days after such increase will constitute consent to the increase.
- Customer shall be liable for and pay to PER MAR any excise, sales, use, ad valorem, value added or other taxes which may be imposed upon PER MAR or the CUSTOMER because of the existence of this Agreement and/or the carrying out of any of the provisions hereof. In addition, CUSTOMER shall pay any village or municipal permit or license fees, as well as any false alarm assessments, imposed by any governmental body.
- When this Agreement refers to inspection/testing, listed equipment will be inspected/tested/cleaned as needed during normal business hours only (8 AM - 5 PM Monday - Friday) unless specifically stated otherwise under "Schedule of Detection/Services."
- When this Agreement includes a service package for normal wear and tear to the system, service, (including all parts, with associated labor, except batteries) will be performed without charge. Service will, unless specifically stated otherwise, be performed 24 hours a day seven days a week. An additional charge shall be made for any repairs necessitated by other than ordinary wear and tear in accordance with the standard charges of Per Mar.
- CUSTOMER authorizes PER MAR to perform the installation during regular work hours with CUSTOMER furnishing any necessary electric power at CUSTOMER'S cost. Installation charges referenced in paragraph 2 above are based on PER MAR performing the installation with its own personnel or contractors of its choosing. If, for any reason, these services must be performed by other contractors, charges shall be revised accordingly. If any inspection bureau, or any other agency having jurisdiction, or the CUSTOMER by his own act, shall require or make necessary any changes in the system installation must be requested in writing by CUSTOMER and shall be paid for by CUSTOMER. PER MAR is authorized to make any preparation appropriate to the installation of the system, such as drilling holes, making attachments or doing any other thing.

ENTIRE AGREEMENT

This Agreement, includes the terms and conditions contained on the reverse side and will be binding on the parties, their heirs, successors, and assigns when executed by the parties and approved by the Authorized Representative of PER MAR, or when services begin.

By Erin Brubaker PER MAR Agent
 Approved _____ Authorized Representative of PER MAR

Any electronic manipulation of this contract without written consent of Per Mar Security voids this contract.

CUSTOMER ACCEPTANCE

In accepting this agreement, CUSTOMER agrees to the terms and conditions contained herein and specifically acknowledges and accepts the disclaimer/limitation of liability and indemnity paragraphs hereof and the other terms and conditions on the reverse side which are an integral part of this Contract. (READ THE FRONT AND REVERSE SIDE OF THIS AGREEMENT BEFORE SIGNING)

Signed W. Chanson Signature Title CFO

System installed and operative this _____ day of _____, 20 _____



Habitat Program
Independent School District #709
Duluth, MN 55802

CONTRACT FOR PURCHASE OF CIRCLE OF SECURITY® Supervision

This contract, entered into this day September 15, 2011 by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Glen Cooper, LP,** (hereafter referred to as the AGENCY) witnesses that:

WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented of training and supervision in the **Circle of Security®**;

Whereas the AGENCY is duly qualified to perform these services for Habitat Program.

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:

Staff training and development in assessment and intervention training, ongoing supervision and technical assistance in Circle of Security® to Habitat staff up to 5 hours a week at a cost of \$150 per hour;

2. The AGENCY shall perform these services electronically to staff at Habitat.

3. The approximate date the service will begin is October 1, 2011 and

shall not extend beyond June 30, 2012; the contract is not to exceed a total cost of \$8,000 paid for with grant dollars from Ordean Foundation.

4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**

5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows:

The Circle of Security® trainer will build upon previous themes learned by Habitat staff in training in Circle of Security Parenting Education and Circle of Security Assessment and Treatment Planning. The trainer will provide ongoing distance training and supervision and technical assistance in the Circle of Security® intervention protocol. Central to the supervision will be a focus upon access to a systematic approach for evaluating parental states of mind using the Circle of Security Interview, identifying precise strengths and lynchpin difficulties in parent/child interactions using Ainsworth's Strange Situation, creating specific intervention plans tailored to the unique themes of each parent/child dyad, and

Page 2 - Contract for Purchase of Circle of Security® supervision

supervision of the implementation of a detailed protocol addressing core intervention themes. The protocol will embody best practice and research/evidence based practice for infant and early childhood mental health. All training will be done within the context of the 'learner-friendly' accessibility provided by the Circle of Security Protocol. The underlying focus will be upon teaching a practical application for intervention with parent/child dyads (birth to five years). Central to this approach will be an emphasis upon differential diagnosis. An attachment oriented understanding of personality defenses will allow for a specific and unambiguous means of communicating with the underlying capacities available beneath the defensive process for each parent. Supervision will lead to certification as a Circle of Security Provider. Themes central to the training outcomes will include building observational skills via video review; building reflective functioning via video review; and dyadic regulation of affects as the foundation of treatment.

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

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

.....
SIGNED:

Glen Cooper (sole provider)
Name of Agency

By Glen Cooper
Authorized Agent

9/16/11
Date

.....
INDEPENDENT SCHOOL DISTRICT #709

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

10/4/11
Date

.....

APPLICANT AGENCY		PROJECT NAME	
ISD 709 Duluth Public Schools/Habitat		Habitat Program/Health Services	
2011-2012 Habitat Health Services BUDGET			
SALARY & FRINGE BENEFITS			
Position	FT Salary w/fringe benefits	% Appt	Total
Teen Parent Collaborative Asst.	6 hrs/wk x \$10/hr	38 wks	\$ 2,280
Teen Parent Specialist	\$80,750	20%	\$ 16,150
	\$9,000 4 weeks	25%	\$ 2,250
Infant and Toddler Head Start Consultant	2 hrs/wk x \$50/hr	38 wks	\$ 3,800
TOTAL SALARY & FB			\$24,480
OFFICE/OPERATING EXPENSES			
Item Description	Unit Cost	Quantity	Total
Copier/fax lease, supplies, maintenance	\$100 per month	12 months	\$1,200
ISP connection	\$48 per month	12 months	\$576
General Operating Expenses	\$80 per month	9 months	\$720
Computer Supplies (printer cartridges, paper, etc)	\$60 per month	9 months	\$540
TOTAL			\$3,036
PROGRAM EXPENSES			
Item Description	Cost	Quantity	Total
Parent Stipend for Circle of Security	\$10	150 sessions	\$1,500
Circle of Security Training	\$8,075	1 year	\$8,075
Cell Phone/Teen Parent Specialist	\$80	12 months	\$960
Special Activity Funds	\$1,598	1 year	\$1,598
Taxi transportation to med & ss appointments	\$39	9 months	\$351
TOTAL			\$12,484
TOTAL REQUEST FOR 2010			\$40,000

218 336-8786

AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of September, 2011, by and between Independent School District #709, a public corporation, hereinafter called District, and Nicolas Carter, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of October 13, 2011, and shall remain in effect until October 14, 2011, 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.

- Thurs. Oct. 13, 2011- 9:45 am show at Lakewood Elementary (The school pays \$250; Adelante Cultural Center pays \$250).
- Thurs. Oct 13, 2011 - 1:15pm at Lester Park Elementary School (The school pays \$250; Adelante Cultural Center pays \$250).
- Friday, Oct. 14, 2011- 9:00am at Congdon Park (The school pays \$250; Adelante Cultural Center pays \$250).
- Friday, Oct. 14, 2011 1:45pm @ Piedmont Elementary (Free show for this school)

2. **Performance.** Contractor will perform Postcards of South America a musical journey through the Andes, the Pampas, tropical Paraguay and the Brazilian Coast. Nicolas (Paraguayan harpist) and Mauricio (multi-instrumentalist) will also introduce a wide range of musical instruments combined with character puppets from these distant places. This program will help students expand their understanding of geography and cultures of South America. Students will participate in the learning experience.

3. **Background Check. (Not Applicable)** (Applies to contractors working independent with students)

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$1,500.00.

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 District will pay for professional services only up to a total of \$1,500.00 No claim to additional expenses will be honored.

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. However; the district agrees to not reproduce any such recording for sale of commercial distribution.

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail care of: 2427 Grand Avenue S. Minneapolis, Mn 55405.

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. (Not 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. Contract insurance certification is not requested prior to the commencement of work.

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

Ron Haglund 10/5/11
Coordinator, Office of Education Equity date

[Signature] 10/13/11
Contractor Signature date

W. Henson 10/10/11
Director of Business Service, date

~~214 94 5141~~
Taxpayer Identification Number

or

Dr. A.V. Foster, Jr. 10/10/11
Superintendent of Schools date

Udac, Inc.

And

Duluth Public Schools

AGREEMENT FOR PURCHASE OF TRANSITION SERVICES

The following is an Agreement between Udac and Duluth Public Schools. This Agreement shall be effective October 4, 2011.

I. The Service Provider Agrees:

A. To provide evaluation, treatment and consultation services for students with a disability and who have IEP/IFSP/IIPs documenting the need for such services under contract at Duluth Public Schools. Services shall also be provided to assist in the evaluations of students identified in the evaluation process. Treatment services shall be provided as prescribed by the students IEP in order to meet the goals as determined by the IEP team.

B. Not to exceed thirty-five (35) ~~days~~ ^{hours} of services. WCH

II. Duluth Public Schools Agrees:

A. To pay Udac for Transition Services at the contract rate of \$47.45 per partial day of less than 6 hours per day or \$63.27 for a full day of six hours or more.

B. To remit to Udac, upon receipt of monthly invoice, the amount due and owed for the services provided.

C. The Director of Special Education shall supervise the contracted services to ensure that services are provided in accordance with students IEPs.

ADDITIONAL CONDITIONS

1. Udac, Inc. and Duluth Public Schools will comply with all state and federal reporting requirements. Udac, Inc. and Duluth Public Schools will comply with MN Government Data Practices Act, Minnesota Statutes Chapter 13, as applied to all data.
2. Udac, Inc. will consent to the disclosure of its social security number, federal employer tax ID number and/or Minnesota Tax ID number already provided to the district.

3. The numbers may be used in the enforcement of federal and state laws resulting in action requiring the Duluth Public Schools to file tax returns, pay delinquent taxes or other state liabilities.
4. Services must be provided to the satisfaction of the Duluth Public Schools and not in violation of any federal, state or local laws, ordinances, rules and regulations. The Service Provider will not be paid for work considered in violation of any of those laws or if work is found unsatisfactory.
5. Duluth Public Schools will provide transportation to and from Udac with the exception of Wednesday, October 12, 2011 and Thursday October 13, 2011 when Udac, Inc.'s contracted transportation company will pick Cody up from his home and drop him off at his home.
6. Duluth Public Schools will provide staff to accompany Cody while transitioning at Udac as agreed upon.

CANCELLATION

This agreement may be cancelled by Udac, Inc. or Duluth Public Schools at any time, with or without cause, upon 30 days written notice. In the event of such a cancellation, Udac shall be entitled to payment, determined on a pro rata basis, for work performed to Duluth Public Schools' 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 Duluth Public Schools and its employees, relevant to this agreement, must be made available by the State for a minimum of six years from the end of the agreement.

LIABILITY

The Duluth Public Schools agree to indemnify, save and hold the district/agency and its employees harmless from any and all claims or causes of action, including attorney's fees incurred arising from the performance of this agreement by the Duluth Public Schools and its agents or employees.

Agreed to by:

Duluth Public Schools - SD 709

By W. C. Hanson

Title CFO

Date 10/10/11

Udac, Inc

By Laurie B. Berne

Title Executive Director

Date 9-30-11

AGREEMENT FOR TRANSITION SERVICES BETWEEN

CHOICE Unlimited

AND

DULUTH PUBLIC SCHOOL DISTRICT #709

The following is an Agreement between CHOICE Unlimited (hereafter referred to as the CONTRACTOR) and Duluth Public School District #709. This agreement shall be effective October 1st, 2011.

I. The CONTRACTOR AGREES:

- A. To provide transition services for students with a disability who have IEP/IIIPs documenting the need for such services.
- B. To provide transition services as determined by each student's IEP team for a specified amount, type, and duration of transition services per the student's IEP. Services will be provided to make progress on specific IEP goals under the transition portion of the student's IEP.
- C. The CONTRACTOR will provide progress reports at the request of the student's IEP Manager to be provided to the parent and entire IEP team.

II. INDEPENDENT SCHOOL DISTRICT #709 AGREES:

- A. To pay the CONTRACTOR for transition services at the contract rate for **\$28.04** an hour based on the student's attendance of program, not to exceed 250 hours (\$7010) for the 2011-2012 school year.
- B. To remit to CONTRACTOR, upon receipt of an invoice, the amount due and owing for the services provided to the district.
- C. To communicate each student's amount, type, and duration of transition services to be provided by CONTRACTOR as determined by the IEP team prior to placement in CONTRACTOR'S program.
- D. The Director of Special Education shall supervise the contracted services to ensure that services are provided in accordance with student's IEPs.

III. ADDITIONAL CONDITIONS

- A. CONTRACTOR will comply with all state and federal reporting requirements. CONTRACTOR will comply with MN Government Data Practices Act, Minnesota Statutes Chapter 13, as applied to all data.

- B. CONTRACTOR consents to disclosure of its social security number, federal employer tax ID number and/or Minnesota Tax ID number already provided to the district.
- C. The numbers may be used in the enforcement of federal and state laws resulting in action requiring the contractor to file tax returns, pay delinquent taxes or other state liabilities.
- D. Services must be provided to the satisfaction of the DISTRICT and not in violation of any federal, state or local laws, ordinances, rules and regulations. CONTRACTOR will not be paid for work considered in violation of any of those laws or if work is found unsatisfactory.

CANCELLATION

This agreement may be cancelled by the DISTRICT, or the CONTRACTOR, at any time with or without cause, upon 30 days written notice. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work performed to DISTRICT's 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 to 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 and its employees harmless from any and all claims or causes of action, including attorney's fees incurred arising from the performance of this agreement by the CONTRACTOR and its agents or employees.

Agreed to by:

DULUTH PUBLIC SCHOOL DISTRICT #709

By W.C. Hanson

Title CFO

Date 10/10/11

CHOICE Unlimited

By _____

Title _____

Date _____

DULUTH PUBLIC SCHOOL DISTRICT #709

By _____

Title _____

Date _____

AGREEMENT

THIS AGREEMENT, made and entered into this twenty eighth day of September, 2011, by and between Independent School District #709, a public corporation, hereinafter called District, and Community Action Duluth an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of October 11, 2011, and shall remain in effect until June 9, 2012, 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 shall provide the following services:
Provide necessary background checks for childcare personnel and coordination of services needed which includes: providing childcare for PASS Workshop participants, providing childcare is the time spent onsite with the children. Coordinating childcare services to be provided which includes: phone calls, emails, scheduling childcare providers, and preparation of structured activities for the children. PASS Workshops to take place at designated schools within ISD 709.
3. **Background Check.** (Applies to contractors working independent with students)
Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.
4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$6,500.00 (Amended from \$1,800.00). 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. TIN Number 41-141-067-0.
5. **Requests for Reimbursement.** Contractor will be paid in the following manner. Payment by the District will be made in the amount of \$15.00 per hour for providing childcare and \$20.00 per hour to coordinator for preparation and set up / clean up. Payment shall be made upon receipt of invoice received by the district, after services are rendered each week.
6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

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

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

Community Action Duluth
19 N. 21st Avenue West
Duluth, M n 55806
Attention: Angie Miller

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:

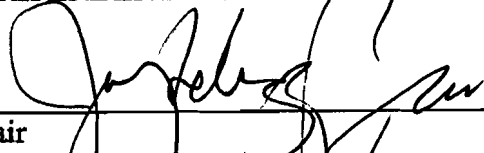
Workers' Compensation Insurance: Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

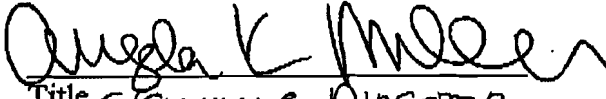
INDEPENDENT SCHOOL DISTRICT NO. 709

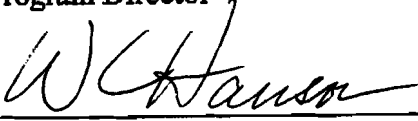
CONTRACTOR


Chair


Title
CHILDCARE CORDWATOR


Clerk


Title
EXECUTIVE DIRECTOR
COMMUNITY ACTION DULUTH
41-1410670

Program Director

Director of Business Service

Taxpayer Identification Number

By: D.V. Foster / approved 10/10/11

INDEPENDENT SCHOOL DISTRICT NO. 709

**MEMORANDUM OF AGREEMENT, made this 13TH DAY of
OCTOBER 2011, between Independent School District No. 709, a public
corporation, in the State of Minnesota, party of the first part, hereinafter
called "ISD 709", and Great Lakes Office Solutions, 1423 N 8th Street,
Superior, WI 54880, party of the second part, hereinafter called Contractor",**

**WITNESSETH, that the said Contractor, in consideration of the
covenants and agreements herein mutually entered into and under the
conditions and penalties provided in the specifications hereto annexed,
which specifications form an integral part of this contract and also under the
penalty expressed in a bond hereto annexed, does for itself and for its
successors, assigns, executors and administrators covenant, promise and
agree to and with ISD 709 that Contractor shall and will at its own proper
cost and expense and according to the best of its art and ability, do and
perform all the work and furnish all materials (except only where otherwise
especially provided herein to the contrary) which may be required in
building and completing the work required: Provide on-site printer repair
services as specified in Quote-4093 - Dated 10/04/11.**

Contract Period is until June 30, 2012.

Estimated Total Value is \$3,000.00

Together with all other words connected therewith or necessary thereto, in accordance with the specifications herein contained and in accordance with the plans and directions made and to be made from time to time as the work proceeds, said directions to form a part of this contract.

AUDIT:

All books, records, documents, and accounting procedures and practices of the vendor, that are relevant to the contract, are subject to examination by the state auditor. (1998 Minn. Laws chp. 386, art. 1, & 6.)

CONSIDERATION:

ISD 709, in consideration of the due and faithful performance of the covenants and agreements referred to herein and in the specifications promises and agrees that the contract price submitted to ISD 709 in Contractor's bid shall be paid to said Contractor, in full for all claims and demands, and in the manner herein provided and subject to all specified and legal conditions, forfeitures and deductions.

CONTRACT DOCUMENTS:

It is understood and agreed that this contract consists of the following:

1. Printed Memoranda of Agreement
2. Numbered Addenda

3. Advertisement for Bids, Contractor's Bid and Resolution

Awarding Contract

- 4. Plans and Specifications on File at ISD 709
- 5. Certificate of Insurance
- 6. Current Department of Labor Wage Rate Table

IN WITNESS WHEREOF, Independent School District No. 709 has caused these presents to be signed by the chair of the Board of Education, or its designee, and said Contractor shall hereunto set his/her hand the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709

By: W. C. Hanson

Date: 10/19/11

Bill Hanson, CFO/Executive Director of
Business Services
School Board Designee

CONTRACTOR

By: R. All

Its: President

Date: 10-17-11

QUOTE - 4093
ON-SITE PRINTER REPAIR
RECAP
PAGE 1 OF 1

AARON'S COMPUTER SERVICES & CONSULTING DULUTH MN	NO RESPONSE
ALL COMPUTER SERVICE DULUTH MN	\$55/HR PARTS MARKUP \$30 OR LESS, 100% >\$30, 50%
CHESTER CREEK TECHNOLOGIES INC DULUTH MN	NO RESPONSE
CITON COMPUTER CORPORATION DULUTH MN	NO RESPONSE
COMPUDYNE, INC. DULUTH MN	NO RESPONSE
CW TECHNOLOGY DULUTH MN	\$99/HR PARTS MARKUP: 50% OR LESS
DELL-COMM INC DULUTH MN	NO QUOTE
DOWNTOWN COMPUTER DULUTH MN	NO RESPONSE
GREAT LAKES OFFICE SOLUTIONS SUPERIOR WI	\$50/HR PARTS MARKUP: 20%
POINTS NORTH CONSULTING DULUTH MN	NO RESPONSE
SAWTOOTH SOLUTIONS & SUPPORT, INC. DULUTH MN	NO RESPONSE
SUPERIOR COMPUTER PRODUCTS INC DULUTH MN	NO RESPONSE
SUPERIOR POWER SYSTEMS DULUTH MN	NO RESPONSE

AGREEMENT

THIS AGREEMENT, made and entered into this thirteenth day of October, 2011, by and between Independent School District #709, a public corporation, hereinafter called District, and Youth of Duluth, 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 September 12, 2011 and shall remain in effect until March, 2012 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.**

Youth Of Duluth (YOD) programs engage children, parents and community members from different social economic and ethnic backgrounds. Using basketball as a platform, YOD will promote individual character development and the development of study habits.

Project Overview

The Youth of Duluth Study Ball program emphasizes the importance of studying. Participants will be given an hour of instructional basketball. YOD recognizes that one reason students are primarily at-risk is that they have failed to develop healthy study habits. The program will target 50 boys and girls aged 6-16 from West Duluth and Hillside communities. Program duration will be 17 weeks, starting September 12, 2011 until December 16, 2011. The hours will be Monday through Friday from 3:30 p.m. to 6pm. One hour will be devoted to the development of study skills and the completion of homework and the other hour will be devoted to character development and basketball skills. The YOD Study Ball program will be housed at the Old Central High School gymnasium. Integration Specialists of ISD 709 will be assisting with the program and recommending students who are in need of improving their study habits.

Program Objectives

The Youth of Duluth organization collaborate with the district to assist the district with achieving their goals. The Study Ball program's goals are in alignment with two of the three aims of the district: High Achievement For All and A Safe, Welcoming Environment For Everyone In Our Schools.

YOD Goals are:

- A. Increase parental involvement at school
- B. Increase academic performance at school
- C. Increase appreciation and respect of cultures
- D. Develop study habits
- E. Increase academic performance and reduce the achievement gap
- F. Identify at risk students and provide support
- G. Increase positive, acceptable behavior at school and within the community

Program Evaluation

The YOD Study Ball program will use several tools to evaluate program success. They include:

- 1. Pre and post surveys from parents and teachers

2. Attendance
3. Report cards and progress reports from students
4. Standardized test scores
5. Daily reports from teachers

Youth of Duluth's Fall/Winter Jam basketball league will target 50-60 boys and girls from West Duluth and Hillside Community, aged 6 –14 years old from all ethnic backgrounds. Recruitment will be throughout the community at local churches, schools, and community agencies. The duration for the project will be 17 weeks, start date to be determined. Participants will meet two times per week, one session for practice to be determined by the team's coach and one game per week on Saturday. Saturday games will be held from 10:00a.m. to 3:00 p.m. The Fall/Winter Jam basketball league will be housed at the YMCA. Upon completion of the 1st Annual Youth of Duluth's Fall/Winter jam basketball league, a recognition ceremony will be held for all participating youth and staff.

Objectives

Build a sense of understanding that the combination of academics and basketball contribute to building strong character. The youth will participate in activities that teach team building, leadership, responsibility, positive study and health habits, and athleticism; ultimately assisting them with becoming positive members of society.

Goals

- A. Appreciation and respect of cultures.
- B. Increase responsibility in all settings; home, school and community.
- C. Instill the importance of working together as a team.
- D. Increase health awareness through physical activity.

The YOD Fall/ Winter Jam basketball league consists of two conferences: Eastern Conference and Western Conference with each conference having 6 teams:

Eastern Conference:

- 2 Teams – Ages 6-8 (Team Cohesion and Team Desire)
- 2 Teams – Ages 9-11 (Team Dedication and Team Discipline)
- 2 Teams – Ages 12-14 (Team Faith and Team Respect)

Western Conference:

- 2 Teams – Ages 6-8 (Team Cohesion and Team Desire)
- 2 Teams – Ages 9-11 (Team Dedication and Team Discipline)
- 2 Teams – Ages 12-14 (Team Faith and Team Respect)

This will be a total of 12 teams serving 50-60youth. During this session there will be 17 scheduled games. Ages 6-8 play 4-minute quarters (running clock); the games will take approximately 25 minutes. Ages 9-11 play 5-minute quarters (running clock); games will take approximately 35 minutes. Ages 12-14 play 6-minute quarters (running clock); games will take approximately 40 minutes.

Fall/Winter Jam basketball league will instill skills such as sportsmanship and teambuilding along with basketball skills to promote character development. At times, Youth of Duluth will incorporate Duluth community members to speak with participants before the tip off of games each week about the importance of academics/sports and positive character.

	Themes	Brief Overview
Week 1	Introduction to the program	Expectations, Ground Rules and Program Objectives
Week 2	Cohesion	Each participant is part of a larger organization
Week 3	Desire	Working hard for what you want
Week 4	Dedication / Discipline	Be committed to success
Week 5	Faith/ Confidence	Believe in yourself to achieve your goals
Week 6	Respect	Respect for yourself by exhibiting your best behavior
Week 7	Concentration	Remaining focused at home and school
Week 8	Community	What can you do to better your community?
Week 9	Honor	The importance of parents, teachers and community members
Week 10	Recognition Program	

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$18,100.00. Contractor has received from the District \$4,000.00 as start up funding. This contract is for an additional \$18,100 which will represent the total proposed expense amount (\$22,100) for the programs approved by the District. The District shall reimburse the Contractor on a biweekly Accounts Payable schedule based upon Contractor invoicing which is supported by accompanying receipts. All payments shall be processed according to District policy and District Finance Department schedules. Payment to the Contractor shall be made by check, and those checks will be sent by mail to the following address as provided by the Contractor:

Youth of Duluth, Attn: Duane Byrd, 719 East Second Street, Floor 1, Duluth, MN, 55805.

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 Youth of Duluth TIN 399-78-3076.

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, 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 719 East Second Street floor 1, Duluth, MN 55805.

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

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

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

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

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

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

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

Superintendent of Schools

W.C. Hanson

Director of Business Services

R. Hasler

Program Director

10/14/11

x *Duane E. Spd*

Title

x *Director 4.0.0*

Title

x *399-78-5076*

Taxpayer Identification Number

**COLLEGE in the HIGH SCHOOL
OPERATING GUIDELINES
2011 -2012 Academic Year**

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

1. The college courses shall be those which are regularly developed and taught at the campus of the sponsoring college, and which would be accepted as part of the general education requirement for the associate degree.

2. Teachers of college courses in high schools shall have (1) a master's degree, or 45 graduate quarter credits which would apply to a master's degree; (2) with a major in the subject area to be taught, or 23 graduate quarter credits which would apply to that major; (3) or has had at least 10 years of successful teaching in the subject area to be taught; and (4) must provide the college with a resume, transcripts, and teaching certificates.

3. Textbooks and other instructional material, which are specified in the course outline, shall be ordered through the college bookstore unless an exception is authorized by the college. The college mentor for the course will work with the instructor on textbook selection.

4. The course content and syllabus are to be followed. The high school instructor will be assisted and supported by a mentor designated by the college. The high school should make every effort to provide the high school instructor with as much extra preparation time as possible.

A. Course plans shall be developed which address:

- The length and number of class meetings and how they will be used to cover the subject matter of the course.
- Class lists and procedures for adding or dropping courses. (A student may drop a course within the first two weeks of class.) High school teachers must report all class withdrawals to the college two weeks before final grades are submitted to the college.
- Library resources and college writing expectations.
- Required materials and tests.
- Attendance policy and how it applies to grading.

B. For courses that are taught for the first time by a high school instructor where either (1) the course or (2) the high school instructor is receiving supervision for the first time by the cooperating college instructor, meetings shall take place as follows:

- At least one meeting between the cooperating college instructor and the high school instructor prior to the start of the course.
- At least three in-person observations per class section by the cooperating college instructor. Written reports of these observations shall be made to the program director, who will report to the Dean of Instruction, and to the high school principal.
- At least one follow-up meeting between the cooperating college instructor and the high school instructor. Any recommendations are to be given to the program director who will consult with the Dean as necessary.

WCH

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

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

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

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

A. A 12th grade student is eligible and may be considered for enrollment if the high school certifies the student as being at, or above the 50th percentile in class rank.

B. An 11th grade student is eligible and may be considered for enrollment if the high school certifies the student as being at, or above the 66th percentile in class rank.

C. If a high school does not compute high school rank, a student may be admitted on the basis of an overall G.P.A. of 2.5 or greater if in 12th grade, and of 3.0 if in 11th grade.

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

E. An exception to the above standards may be approved by the community college president or provost based on a signed statement by the high school principal, or other authorized school official, indicating that the student could benefit from college courses, and is recommended for admission.

7. Parents of prospective students will be given an opportunity to meet with Instructor, Guidance Counselor, and College Representative to discuss the student's responsibilities.

8. The college will provide registration, grade reports, transcripts, maintain records for high school students, and award full college credit for successfully completed courses.

9. The high school will provide a qualified instructor, classroom and lab facilities (if needed), instructional materials (including textbooks), time for the instructor to plan the course and meet with the designated mentor.

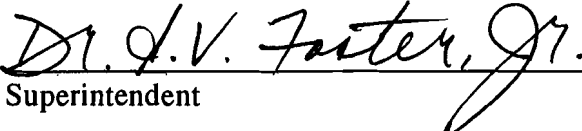
The high school instructor will provide the designated mentor with a final class list (roster) before the end of the drop period usually two weeks from the start of school, will promptly notify the college of any withdrawals after the last drop day using forms provided by the college, and will provide the college with the students grades by the designated date

established by the college.

10. The course will be at no cost to the student.

11. A minimum of 12 students is needed to run any class at the high school under this program. This requirement may be waived at the discretion of the FDLTCC Dean.

12. Classes shall be discrete college or university level courses that must have at least 51% of the students taking the course for college credit. However, to help maintain the integrity of the class, schools should try to maintain as high a percentage of college credit students as possible with 100% being ideal.


Superintendent

Larry Anderson, President
Fond du Lac Tribal & Community College

**FOND DU LAC TRIBAL AND COMMUNITY COLLEGE
COLLEGE IN THE SCHOOLS COURSES
2011/2012**

Duluth East High School

<u>Course</u>	<u>Semester</u>	<u>Semester Credits</u>	<u>Instructor</u>
Political Science:			
POLS 1010- American Government	1	3	Cheryl Lien
POLS 1010- American Government	2	3	Cheryl Lien
Psychology:			
PSYC 2001- General Psychology	1	4	Jon Flaa
PSYC 2001- General Psychology	2	4	Jon Flaa
Science:			
CHEM 1010- General Chemistry	AY	5	Cindy Grindy
PHYS 1001- Introduction to Physics	AY	4	Ted Ford

6 Classes X \$1,500= \$9000

**COLLEGE in the HIGH SCHOOL
OPERATING GUIDELINES
2011 -2012 Academic Year**

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

1. The college courses shall be those which are regularly developed and taught at the campus of the sponsoring college, and which would be accepted as part of the general education requirement for the associate degree.

2. Teachers of college courses in high schools shall have (1) a master's degree, or 45 graduate quarter credits which would apply to a master's degree; (2) with a major in the subject area to be taught, or 23 graduate quarter credits which would apply to that major; (3) or has had at least 10 years of successful teaching in the subject area to be taught; and (4) must provide the college with a resume, transcripts, and teaching certificates.

3. Textbooks and other instructional material, which are specified in the course outline, shall be ordered through the college bookstore unless an exception is authorized by the college. The college mentor for the course will work with the instructor on textbook selection.

4. The course content and syllabus are to be followed. The high school instructor will be assisted and supported by a mentor designated by the college. The high school should make every effort to provide the high school instructor with as much extra preparation time as possible.

A. Course plans shall be developed which address:

- The length and number of class meetings and how they will be used to cover the subject matter of the course.
- Class lists and procedures for adding or dropping courses. (A student may drop a course within the first two weeks of class.) High school teachers must report all class withdrawals to the college two weeks before final grades are submitted to the college.
- Library resources and college writing expectations.
- Required materials and tests.
- Attendance policy and how it applies to grading.

B. For courses that are taught for the first time by a high school instructor where either (1) the course or (2) the high school instructor is receiving supervision for the first time by the cooperating college instructor, meetings shall take place as follows:

- At least one meeting between the cooperating college instructor and the high school instructor prior to the start of the course.
- At least three in-person observations per class section by the cooperating college instructor. Written reports of these observations shall be made to the program director, who will report to the Dean of Instruction, and to the high school principal.
- At least one follow-up meeting between the cooperating college instructor and the high school instructor. Any recommendations are to be given to the program director who will consult with the Dean as necessary.

WJH

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

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

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

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

A. A 12th grade student is eligible and may be considered for enrollment if the high school certifies the student as being at, or above the 50th percentile in class rank.

B. An 11th grade student is eligible and may be considered for enrollment if the high school certifies the student as being at, or above the 66th percentile in class rank.

C. If a high school does not compute high school rank, a student may be admitted on the basis of an overall G.P.A. of 2.5 or greater if in 12th grade, and of 3.0 if in 11th grade.

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

E. An exception to the above standards may be approved by the community college president or provost based on a signed statement by the high school principal, or other authorized school official, indicating that the student could benefit from college courses, and is recommended for admission.

7. Parents of prospective students will be given an opportunity to meet with Instructor, Guidance Counselor, and College Representative to discuss the student's responsibilities.

8. The college will provide registration, grade reports, transcripts, maintain records for high school students, and award full college credit for successfully completed courses.

9. The high school will provide a qualified instructor, classroom and lab facilities (if needed), instructional materials (including textbooks), time for the instructor to plan the course and meet with the designated mentor.

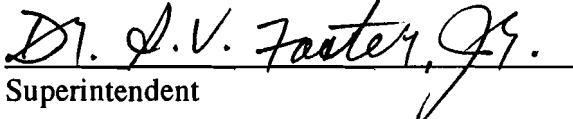
The high school instructor will provide the designated mentor with a final class list (roster) before the end of the drop period usually two weeks from the start of school, will promptly notify the college of any withdrawals after the last drop day using forms provided by the college, and will provide the college with the students grades by the designated date

established by the college.

10. The course will be at no cost to the student.

11. A minimum of 12 students is needed to run any class at the high school under this program. This requirement may be waived at the discretion of the FDLTCC Dean.

12. Classes shall be discrete college or university level courses that must have at least 51% of the students taking the course for college credit. However, to help maintain the integrity of the class, schools should try to maintain as high a percentage of college credit students as possible with 100% being ideal.



Superintendent

Larry Anderson, President
Fond du Lac Tribal & Community College

**FOND DU LAC TRIBAL AND COMMUNITY COLLEGE
COLLEGE IN THE SCHOOLS COURSES
2011/2012**

Duluth Denfeld High School

<u>Course</u>	<u>Semester</u>	<u>Semester Credits</u>	<u>Instructor</u>
Political Science:			
POLS 1010- American Government	1	3	Ethan Fisher
Psychology:			
PSYC 2001- General Psychology	2	4	John Bergum
Science:			
PHYS 1001- Introduction to Physics	AY	4	Kevin Michalicek
CHEM 1010- General Chemistry I	AY	5	Carolyn Heistad

4 Classes X \$1,500= \$6000

AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of October, 2011, by and between Independent School District #709, a public corporation, hereinafter called District, and Joseph Clark, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of October 6, 2011, and shall remain in effect until June 30, 2012, 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.** Consulting services related to database systems.
3. **Background Check.** See attached.

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$1,500.00. 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 and Contractor mutually 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. **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 Technology, 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, 944 85th ST. S., COTTAGE GROVE, MN 55016

9. **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.

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

11. **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.

12. **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.

13. **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.

14. **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.

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

INDEPENDENT SCHOOL DISTRICT NO. 709

Kurt Clark 10/18/11
Program Director Date

W. Harrison 10/28/11
Director of Business Service Date

CONTRACTOR

Joseph Clark 10/04/2011
Joseph Clark Date

**Duluth Public School District
AND
Edvisions Off-Campus**

**AGREEMENT FOR PURCHASE OF SERVICE FOR
DEAF/HARD OF HEARING
SPECIAL EDUCATION TEACHER SERVICES**

The following is an Agreement between *Duluth Public Schools*, (hereafter referred to as the Service Provider) and Edvisions Off-Campus. This Agreement shall be effective *September 1, 2011 – June 30th 2012*.

I. The Service Provider Agrees:

- A. To provide evaluation, treatment and consultation services for students with a disability and who have IEP/IFSP/IIPs documenting the need for such services under contract at Edvisions Off-Campus. Services shall also be provided to assist in the evaluations of students identified in the evaluations process. Treatment services shall be provided as prescribed by the students IEP in order to meet the goals as determined by the IEP team.
- B. Not to exceed (15) hours of Deaf/Hard of Hearing Special Education teacher for Edvisions Off-Campus.

II. Edvisions Off-Campus Agrees:

- A. To pay Duluth Public Schools for Deaf/Hard of Hearing Special Education Teacher at the contract rate of \$60.00 per hour.
- B. To remit to the Service Provider, upon receipt yearly invoice, the amount due and owing for the services provided.
- C. The Director of Special Education at Edvisions Off-Campus shall supervise the contracted services to ensure that services are provided in accordance with students IEPs.

ADDITIONAL CONDITIONS

- 1. The Service Provider and Edvisions Off-Campus will comply with all state and federal reporting requirements. The Service Provider and Edvisions Off-Campus will comply with MN Government Data Practices Act, Minnesota Statutes Chapter 13, as applied to all data.
- 2. The Service Provider will consent to disclosure of its social security number, federal employer tax ID number and/or Minnesota Tax ID number already provided to the district.

3. The numbers may be used in the enforcement of federal and state laws resulting in action requiring the contractor to file tax returns, pay delinquent taxes or other state liabilities.
4. Services must be provided to the satisfaction of the Edvisions Off-Campus and not in violation of any federal, state or local laws, ordinances, rules and regulations. The Service Provider will not be paid for work considered in violation of any of those laws or if work is found unsatisfactory.

CANCELLATION

This agreement may be cancelled by The Service Provider or Edvisions Off-Campus at any time, with or without cause, upon 30 days written notice. In the event of such a cancellation, the contractor shall be entitled to payment, determined on a pro rata basis, for work performed to Edvisions Off-Campus 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 attorney's fees incurred arising from the performance of this agreement by the contractor and its agents or employees.

Agreed to by:

Edvisions Off-Campus

**Duluth Public Schools
ISD 709**

By _____

By W. C. Hanson

Title _____

Title CFO

Date _____

Date 10/31/11