

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of April, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Staci Gilpin, 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 April 2, 2014, and shall remain in effect until April 30, 2014 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.**

Additional Planning for Piedmont Elementary PBIS – Tier 2 supports and other PBIS related problem solving.

Planning for multi-tiered framework of support for Piedmont Elementary in academics and connection with PBIS. This includes 5 after school meetings with grade level teams.

\$2,500.00

3. **Contract Documents.** It is understood that this Contract consists of the following:

1. Contractors Insurance Policy;
2. Supplementary Conditions and Insurance Requirements; and
3. Any other documents identified by the District.

4. **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.

5. **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 \$2,500.00. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.

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

- a. Payment shall be made by 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.

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

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

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

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

10. **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.

11. **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 Becky Gerdes, 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 Staci Gilpin, 2426 W. 15th St., Duluth, MN 55806.

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

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

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

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

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

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

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

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

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

19. **Insurance.** (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:

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

Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

21. **Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in at least the amount of \$2,000,000.

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

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

<u>District Employee</u>	<u>Position</u>
William Hanson	Director of Business Services

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

<u>District Employee</u>	<u>Position</u>
Becky Gerdes	Elementary Principal

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

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

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

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

by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

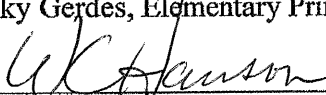
At the option of the District, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, materialmen and other consultants as may be involved in the dispute. Contractor shall include this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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

Becky Gerdes, Elementary Principal




Bill Hanson, Director of Business Service

CONTRACTOR



Staci Gilpin

Taxpayer Identification Number - 

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of March, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Staci Gilpin, 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 March 2, 2014, and shall remain in effect until March 31, 2014 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.**

Additional Planning for Piedmont Elementary PBIS – Tier 2 supports and other PBIS related problem solving.

Planning for multi-tiered framework of support for Piedmont Elementary in academics and connection with PBIS. This includes one day of professional development with grade level teams.

\$2,500.00

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1. Contractors Insurance Policy;
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5. **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 **\$2,500.00**. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in

the payment of State obligations. This Agreement will not be approved unless the TIN is provided.

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- 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.

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

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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.

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Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

21. **Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in at least the amount of \$2,000,000.

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

<u>District Employee</u>	<u>Position</u>
William Hanson	Director of Business Services

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

<u>District Employee</u>	<u>Position</u>
Becky Gerdes	Elementary Principal

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

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

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

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

by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

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

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

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


INDEPENDENT SCHOOL DISTRICT NO. 709

Becky Gerdes
Becky Gerdes, Elementary Principal

Bill Hanson
Bill Hanson, Director of Business Service

CONTRACTOR

Staci Gilpin
Staci Gilpin

Taxpayer Identification Number - 

AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of September, 2013 by and between Independent School District #709, a public corporation, hereinafter called District, and LeAnna 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 Sept 30, 2013, and shall remain in effect until June 30, 2014, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
- 2. Performance.** (Provide A SEPARATE PAGE detailing a description of the programs or services to be performed by contractor, as well as the funding source for payment.)
- 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 and expenses in performing said obligations up to a sum not to exceed \$ 17,000. 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.*
- 4. Requests for Reimbursement.** Contractor shall request reimbursement on a monthly (Monthly, quarterly, other - *please describe*) basis, using either the District Invoice (included as Attachment A) OR the contractor's official invoice. This invoice must be submitted within 10 days of the end of the period 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 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.
- 6. 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.
- 7. 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

Families in Transition Program Agreement

Support services to be provided to the Families in Transition Program 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

Below is the change in the current agreement from \$14,500 to \$17,000 for services described above. The additional time is a result of carry over funds recently available to our program through MDE.

Funding will be provided by the Families in Transition Program funds and the contract will not exceed \$17,000. The program will be invoiced monthly at the rate of \$32.00 an hour between the months of Sept 1, 2013 – June 30, 2014.

LeAnna Hudson was contracted to work with parents in the Families in Transition Program and provide added community and school support. A clear and thorough understanding of the Duluth community and local agencies is important for this role to be effective. We did not feel it necessary to pursue other options as her experiences with the community were sufficient and very adequate. The contract amount was based on an average hourly rate according to the DFT labor contract.

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of September, 2013, by and between Independent School District #709, a public corporation, hereinafter called District, and LeAnna Hudson, an independent contractor, hereinafter called Contractor.

APPROVED BY
THE SCHOOL BOARD

SEP 24 2013

AS A PART OF
THE BUSINESS AGENDA

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 Sept 1st, 2013, and shall remain in effect until June 30, 2014 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** (Provide A SEPARATE PAGE detailing a description of the programs or services to be performed by contractor, as well as the funding source for payment.)

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 and expenses in performing said obligations up to a sum not to exceed \$ 14,500. 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. **Requests for Reimbursement.** Contractor shall request reimbursement on a monthly (Monthly, quarterly, other - *please describe*) basis, using either the District Invoice (included as Attachment A) OR the contractor's official invoice. This invoice must be submitted within 10 days of the end of the period 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 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.

6. **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.

7. **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.

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 Bill Hanson, Director of Budget & Finance, 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 1545 Torjerson Rd Duluth MN 55804
(Mailing address, including zip code)

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. **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.

11. **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.

12. **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.

13. **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.

14. **Insurance.** (If applicable)

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

ReAnna Hudson
Name

Clerk

In Home Practitioner
Title

Date

Program Director

~~XXXXXXXXXX~~
Taxpayer Identification Number

Bill Hanson
Director of Budget and Finance

8-14-13
Date

Date

Families in Transition Program Agreement

Support services to be provided to the Families in Transition Program 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

Funding will be provided by the Families in Transition Program funds and the contract will not exceed \$14,500. The program will be invoiced monthly at the rate of \$32.00 an hour between the months of Sept 1, 2013 – June 30, 2014.

LeAnna Hudson was contracted to work with parents in the Families in Transition Program and provide added community and school support. A clear and thorough understanding of the Duluth community and local agencies is important for this role to be effective. We did not feel it necessary to pursue other options as her experiences with the community were sufficient and very adequate. The contract amount was based on an average hourly rate according to the DFT labor contract.



<u>For Internal Use Only</u>	
Depts must provide:	
ESAF #	888
Chart/Field Account No.	1026-11047-

<u>For Internal Use Only</u>	
OES must provide:	
OES Contract #	9448 C
Analyst	sb

UNIVERSITY OF MINNESOTA

Workshop/Presentation Agreement

The Regents of the University of Minnesota, through its Bell Museum of Natural History ("University"), agree to provide a workshop/presentation for Duluth Public Schools ISD 709, a Minnesota Public School ("Company"), on the following terms and conditions:

1. **Description of Workshop/Presentation:** The University will conduct the following programs for the company: ExploraDome Programming

2. **Date, Location, and Time:**
 Date: Tuesday June 24, 2014
 Location: Myers-Wilkins Elementary
 1027 North 8th Ave E.
 Duluth, MN 55805
 Time: One (1) full school day (6.5 hours) of programming

3. **Payment Terms:** For the services under Section 1., Company shall pay University \$1100 for one full school day, plus \$127.68 in mileage charges beyond 100 miles round trip from University, plus lodging at \$215, for a total of one thousand four hundred forty two and 68/100 dollars (\$1442.68). Payment is due on the day of the workshop/presentation or upon receipt of invoice. In the event Company cancels for any reason, except for extraordinary causes beyond the reasonable control of Company, Company shall remain obligated for the full amount set forth in this paragraph.

4. **Obligations of Company.** Company agrees to provide the following accommodations, equipment, and material: Company agrees to return this service agreement to the University within one (1) week upon receiving this agreement or the visit will be cancelled. Company will also provide the following items to the University five (5) business days prior to delivery of the program(s):

- a. Specific unloading location with convenient access (no steps) to the presentation area.
- b. Name, phone number and email address for Company's primary contact person.
- c. Confirm you will have three (3) people who will help with unloading, setup, take down, and loading.

d. A room that is at least 37' square and has at least 14' of height that is free of sprinkler heads, smoke detectors and light fixtures. The floor must be clean, and carpeted or if possible, covered with mats.

e. Two grounded 120-volt standard electrical outlets that are on separate circuits.

f. Detailed instructions for Internet access.

g. Proposed program schedule--allow five (5) minute breaks between programs

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

6. **Disclaimer.** University makes no claims of any kind with respect to the workshop/presentation and shall not be liable for participant's reliance on any statements or demonstrations made during the workshop/presentation. University's maximum obligation to Company for any cause of action arising under this Agreement, including failure to perform, shall not exceed the amount actually paid to University by Company under Section 3.

7. **Complete Agreement/Governing Law.** This Agreement, including any attached exhibits, represents the complete agreement of the parties. No amendments to this Agreement shall be binding upon University unless signed by an authorized University representative. This Agreement cancels, supersedes and revokes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement. The terms and conditions of any purchase order or similar document submitted by Company in connection with the services provided under this Agreement shall not be binding upon University. This Agreement shall be governed by the laws of Minnesota and any action to enforce this Agreement shall be brought only in Hennepin County, Minnesota.

IN WITNESS WHEREOF, the parties have entered into the Agreement effective when signed.

Regents of the University of Minnesota

Myers-Wilkins Elementary, Duluth Public Schools ISD
709

By: _____
Name: Susan Weller
Title: Director, Bell Museum of Natural History
Date: _____

By: WCHanson
Name: William Hanson
Title: Director of Business Services
Date: 5/16/14
Address: 215 North 1st Ave E
Duluth, MN 55805
Phone: 218-336-8704 Fax: 218-336-8873

AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of May, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Aliese Hoesel, 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 June 9th, 2014, and shall remain in effect until June 30th 2014, 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.** Produce the Summer Hillside Youth Theatre Program for Myers-Wilkins School.
3. **Background Check .**
Contractor must provide signed permission form for the Myers-Wilkins Community School Collaborative to conduct a background check. The background check will be completed prior to the beginning of the Summer session Theatre Program at Myers-Wilkins School.
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 \$1350.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.
7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.
8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this

Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Bill Hanson, 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 (insert address)

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.

Alvise E. Naesef
Contractor

[REDACTED]

SSN/ Tax Identification Number

5/12/2014
Date

Jennifer Eddy
Executive Director

5/16/14
Date

W. C. Hanson
Director of Business Service / Superintendent of Schools

5/22/14
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of May 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Jean Sramek, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 15th, 2014 and shall remain in effect until June 9th, 2014, 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.** Write Hillside Youth Theater Script for Summer 2014 Theatre Project at Myers-Wilkins School.
3. **Background Check .**
Contractor must provide signed permission form for the Myers-Wilkins Community School Collaborative to conduct a background check. The background check will be completed prior to the beginning of the Spring session Theatre Program at Myers-Wilkins and Lowell Schools.
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. 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 Contractor 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. The contractor agrees to partner with Myers-Wilkins Elementary school in sharing the use of the script produced for All Aboard the Peace Train.

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 Bill Hanson, 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 (insert address)

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

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

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

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

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

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

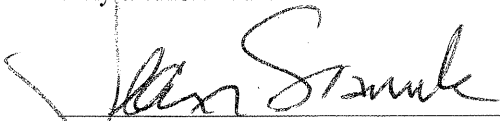
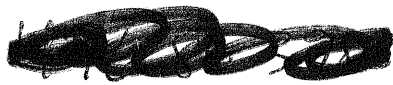
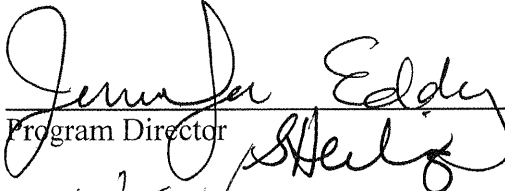
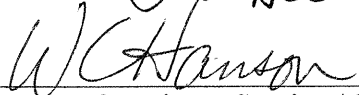
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

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

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

 _____ Contractor	 _____ SSN/ Tax Identification Number	5/15/14 _____ Date
 _____ Program Director		5/16/14 _____ Date
 _____ Director of Business Service / Superintendent of Schools		5/22/14 _____ Date

LETTER OF AGREEMENT

Pillsbury House Theatre (PHT) will perform **Breaking Ice's** Racial Equity show for the **Duluth Headstart** (hereafter referred to as Sponsor).

Date and Time: April 18, 2014 @11:00am

PERFORMANCE includes:

- 35 minute theatrical performance + 25 minute facilitated dialogue directly following the performance.
- Diverse acting company of five professional actors, one director and one trained facilitator to lead the post-performance dialogue.

PAYMENT: Sponsor agrees to pay PHT and PHT agrees to accept as payment the following fees:

Performance fee for one performance/discussion	\$2,500
Total proposed fee	\$2,500*

Payment is due upon delivery of the performance.

- * **Videotaping and/or sound recording of this event is not permissible without the written consent of PHT.**
- *Any and all written materials promoting this event must identify PHT's *Breaking Ice* and display the company logo (available upon request). Any copy referring to the theatre requires approval by *Breaking Ice*.
- *Sponsor agrees to the use of their name in any *Breaking Ice* promotional materials, as it relates to this performance and is approved by Sponsor.
- *In the event of unforeseeable circumstances that prevent PHT from fulfilling this contractual agreement Sponsor will be refunded in full for any deposits or payments made.

Accepted by:

Daniel M. Beer
 For Duluth Headstart
 3/7/14
 DATE

Neil Raymond
 For Pillsbury House Theatre
 3/7/14
 DATE

ok
 cc

STATE OF MINNESOTA
SHARED SERVICES/INCOME AGREEMENT

WHEREAS, the Commissioner of Human Services is authorized to authorize a Day Training & Habilitation facility to enter into shared services contracts pursuant to Minnesota Statutes, section 246.57; and

WHEREAS, Department of Human Services, acting through its Community Based Services, Minnesota State Operated Community Services (MSOCS) Airpark Products & Services (Airpark), Day Training and Habilitation (DT&H) (hereinafter STATE) is a facility under the general management and control of the Commissioner of Human Services pursuant to Minnesota Statutes, section 256B.092; and

WHEREAS, **Independent School District #709, Angela Sepp, 215 N 1st Ave E, Duluth MN 55802**, (hereinafter PURCHASER) requires the Day Training and Habilitation Services for a student with special needs, **A.M.**, and the STATE is able and willing to provide such services;

NOW, THEREFORE, IT IS AGREED:

I. DUTIES OF THE STATE. The STATE agrees to provide the following:

For the dates of May 5th, 2014 through June 6th, 2014, provide up to 30 hours per week of Day Training and Habilitation Services for A.M. to include supervision and services at Airpark, DT&H, which is operated as a satellite program of Minnesota State Operated Community Services (MSOCS). The student will be provided day programming at a ratio which is reflected in the student's Individual Education Plan, a copy of which will be on file at Airpark.

II. DUTIES OF PURCHASER. The PURCHASER agrees to:

Pay the STATE the rate stipulated in Article III, below. A school staff person will be available to A.M. and transportation to and from Airpark.

III. CONSIDERATION AND TERMS OF PAYMENT.

A. Consideration. Consideration for all services performed and goods or materials supplied by the STATE pursuant to this agreement shall be paid by PURCHASER as follows:

Twenty four (24) partial days of service, ranging from one (1) hour per day to five (5) hours per day, from May 5, 2014 through June 6th, 2014 at the rate of \$35.34 per hour of service. Transportation and a staff person will be provided by the Independent School District #709.

B. Terms of Payment. Payment shall be made by PURCHASER within 30 days after the STATE has presented invoices for services performed or goods or materials supplied to PURCHASER.

IV. TERM OF CONTRACT. The term of this contract shall be **May 5, 2014 through June 6th, 2014** or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever comes first.

V. CANCELLATION. This contract may be canceled by the STATE, Commissioner of Administration, or PURCHASER at any time, with or without cause, upon thirty (30) days' written notice to the other

party. In the event of such cancellation, the STATE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

VI. AUTHORIZED AGENTS. The STATE's authorized agent for purposes of this contract is **Pat Carlson, Executive Director**. The PURCHASER's authorized agent for purposes of this contract is **Angela Sepp, Independent School District #709**. Each authorized agent shall have authority to accept the services of the other party and shall have responsibility to ensure that all payments due to the other part are paid pursuant to the terms of this contract.

VII. ASSIGNMENTS. Neither the STATE nor PURCHASER shall assign or transfer any rights or obligations under this contract without the prior written consent of the other party.

VIII. AMENDMENTS. Any amendments to this contract shall be in writing, and shall be executed as an amendment to this contract.

IX. INFORMATION PRIVACY.

For purposes of executing its responsibilities and to the extent set forth in this contract, the PURCHASER will be considered part of the "welfare system," as defined in Minnesota Statutes §13.46, subdivision 1. The PURCHASER'S employees and agents will have access to private or confidential data maintained by the STATE to the extent necessary to carry out STATE'S and PURCHASER'S respective responsibilities under this contract. The PURCHASER agrees to comply with all relevant requirements of the Minnesota Government Data Practices Act (hereinafter "Data Practices Act," Minnesota Statutes, Chapter 13) in receiving services under this contract. **Angela Sepp, Independent School District #709** (PURCHASER'S employee or agent) or his/her successor is the responsible authority in charge of all data collected, used, or disseminated by the PURCHASER in connection with the performance of this contract. **Pat Carlson, Executive Director** (STATE'S employee or agent) or his/her successor is the responsible authority in charge of all data collected, used, or disseminated by the STATE in connection with the performance of this contract. See Minnesota Statutes section 13.46, subdivision 10.

Duty to ensure proper handling of data: PURCHASER and STATE shall be responsible for training their respective employees who are authorized to access and use the data collected under the terms and for the purposes specified in this contract. This responsibility includes ensuring that staff are properly trained regarding:

- The Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes Chapter 13, and in particular, §13.46 ("welfare data");
- The Minnesota Health Records Act, Minn. Stat. §144.291-144.298;
- Federal law and regulations that govern the use and disclosure of substance abuse treatment records, 42 USCS § 290dd-2 and 42 CFR § 2.1 to § 2.67;
- The Health Insurance Portability Accountability Act ("HIPAA"), 45 CFR Parts 160 and 164 (if applicable);
- Electronic Health Records (as governed by Health Information Technology for Economic and Clinical Health Act (HITECH) 42 U.S.C. §§ 17921(5) and 17931; and
- Any other applicable state and federal statutes, rules, and regulations affecting the collection, storage, use and dissemination of private or confidential information.

Minimum necessary access to data:

The PURCHASER and STATE shall comply with the “minimum necessary” access and disclosure standards set forth in the Data Practices Act. The dissemination of “private” and/or “confidential” data on individuals is limited to “that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.” See Minnesota Statutes, §13.05, subd. 3.

PURCHASER and STATE shall:

- (1) Not use or further disclose the information other than as permitted or required by this Contract or as required by law;
- (2) Use appropriate safeguards to prevent use or disclosure of the information by its employees other than as provided for by this contract;
- (3) Report any use or disclosure of the information not provided for by this contract of which it becomes aware;
- (4) Consistent with this contract, ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides private or confidential data, agree to be bound by the same restrictions and conditions that apply to them with respect to such information;
- (5) Upon completion, expiration or termination of this Agreement, the PURCHASER will return or destroy all protected information received from the STATE, unless return or destruction is not feasible. If return or destruction is not feasible, PURCHASER will extend the protections of this contract to the information collected during the course of this contract.

Release of data

No private or confidential data created, collected, received, stored, used, maintained or disseminated in the course or performance of this contract will be disseminated except as authorized by statute, either during the period of this contract or hereafter. If the PURCHASER is independently required to comply with any requirements of the Minnesota Government Data Practices Act or the privacy provisions of the Health Insurance Portability Accountability Act (“HIPAA,” 45 CFR §§160 and 164), the PURCHASER acknowledges that the STATE will not be liable for any violation of any provision of either Act indirectly or directly arising out of, resulting from, or in any manner attributable to actions of the PURCHASER or its employees or agents.

X. LIABILITY.

The liability of the STATE is limited by Minnesota Statutes, section 3.736. The STATE and the PURCHASER agree that, to the extent provided for in state law, each shall be responsible for any loss, damage or injury arising from its own negligence.

XI. OTHER PROVISIONS. “none”.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby

APPROVED:

1. STATE VERIFICATION

Verifies that a contract number has been assigned and no encumbrance is necessary.

By: Patty Wall

Date: 5/1/2014

Contract No: RPK-77642

3. STATE AGENCY

By: _____

Title: _____

Date: _____

2. PURCHASER

The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles, by-laws, resolutions, or ordinances.

By: WCHanson

Title: CFO

Date: 5/5/14

By: _____

Title: _____

Date: _____

4. COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

Distribution:
Agency – Original (fully executed) contract
Department of Administration
Purchaser
State Authorized Representative

STATE OF MINNESOTA
SHARED SERVICES/INCOME AGREEMENT

WHEREAS, the Commissioner of Human Services is authorized to authorize a Day Training & Habilitation facility to enter into shared services contracts pursuant to Minnesota Statutes, section 246.57; and

WHEREAS, Department of Human Services, acting through its Community Based Services, Minnesota State Operated Community Services (MSOCS) Airpark Products & Services (Airpark), Day Training and Habilitation (DT&H) (hereinafter STATE) is a facility under the general management and control of the Commissioner of Human Services pursuant to Minnesota Statutes, section 256B.092; and

WHEREAS, **Independent School District #709, Angela Sepp, 215 N 1st Ave E, Duluth MN 55802,** (hereinafter PURCHASER) requires the Day Training and Habilitation Services for a student with special needs, **T.T.**, and the STATE is able and willing to provide such services;

NOW, THEREFORE, IT IS AGREED:

I. DUTIES OF THE STATE. The STATE agrees to provide the following:

For the dates of May 27th, 2014 through June 6th, 2014, provide up to 25 hours per week of Day Training and Habilitation Services for **T.T** to include supervision and services at Airpark, DT&H, which is operated as a satellite program of Minnesota State Operated Community Services (MSOCS). The student will be provided day programming at a ratio which is reflected in the student's Individual Education Plan, a copy of which will be on file at Airpark.

II. DUTIES OF PURCHASER. The PURCHASER agrees to:

Pay the STATE the rate stipulated in Article III, below. A school staff person will be available to **T.T** and transportation to and from Airpark.

III. CONSIDERATION AND TERMS OF PAYMENT.

A. Consideration. Consideration for all services performed and goods or materials supplied by the STATE pursuant to this agreement shall be paid by PURCHASER as follows:

Nine (9) partial days of service, ranging from two (2) hours per day to five (5) hours per day, from May 27th, 2014 through June 6th, 2014 at the Partial Day rate of \$88.14 per day of service. Transportation and a staff person will be provided by the Independent School District #709.

B. Terms of Payment. Payment shall be made by PURCHASER within 30 days after the STATE has presented invoices for services performed or goods or materials supplied to PURCHASER.

IV. TERM OF CONTRACT. The term of this contract shall be **May 27, 2014 through June 6th, 2014** or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever comes first.

- V. **CANCELLATION.** This contract may be canceled by the STATE, Commissioner of Administration, or PURCHASER at any time, with or without cause, upon thirty (30) days' written notice to the other party. In the event of such cancellation, the STATE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- VI. **AUTHORIZED AGENTS.** The STATE's authorized agent for purposes of this contract is **Pat Carlson, Executive Director**. The PURCHASER's authorized agent for purposes of this contract is **Angela Sepp, Independent School District #709**. Each authorized agent shall have authority to accept the services of the other party and shall have responsibility to ensure that all payments due to the other part are paid pursuant to the terms of this contract.
- VII. **ASSIGNMENTS.** Neither the STATE nor PURCHASER shall assign or transfer any rights or obligations under this contract without the prior written consent of the other party.
- VIII. **AMENDMENTS.** Any amendments to this contract shall be in writing, and shall be executed as an amendment to this contract.
- IX. **INFORMATION PRIVACY.**

For purposes of executing its responsibilities and to the extent set forth in this contract, the PURCHASER will be considered part of the "welfare system," as defined in Minnesota Statutes §13.46, subdivision 1. The PURCHASER'S employees and agents will have access to private or confidential data maintained by the STATE to the extent necessary to carry out STATE'S and PURCHASER'S respective responsibilities under this contract. The PURCHASER agrees to comply with all relevant requirements of the Minnesota Government Data Practices Act (hereinafter "Data Practices Act," Minnesota Statutes, Chapter 13) in receiving services under this contract. **Angela Sepp, Independent School District #709** (PURCHASER'S employee or agent) or his/her successor is the responsible authority in charge of all data collected, used, or disseminated by the PURCHASER in connection with the performance of this contract. **Pat Carlson, Executive Director** (STATE'S employee or agent) or his/her successor is the responsible authority in charge of all data collected, used, or disseminated by the STATE in connection with the performance of this contract. See Minnesota Statutes section 13.46, subdivision 10.

Duty to ensure proper handling of data: PURCHASER and STATE shall be responsible for training their respective employees who are authorized to access and use the data collected under the terms and for the purposes specified in this contract. This responsibility includes ensuring that staff are properly trained regarding:

- The Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes Chapter 13, and in particular, §13.46 ("welfare data");
- The Minnesota Health Records Act, Minn. Stat. §144.291-144.298;
- Federal law and regulations that govern the use and disclosure of substance abuse treatment records, 42 USCS § 290dd-2 and 42 CFR § 2.1 to § 2.67;
- The Health Insurance Portability Accountability Act ("HIPAA"), 45 CFR Parts 160 and 164 (if applicable);
- Electronic Health Records (as governed by Health Information Technology for Economic and Clinical Health Act (HITECH) 42 U.S.C. §§ 17921(5) and 17931; and

- Any other applicable state and federal statutes, rules, and regulations affecting the collection, storage, use and dissemination of private or confidential information.

Minimum necessary access to data:

The PURCHASER and STATE shall comply with the “minimum necessary” access and disclosure standards set forth in the Data Practices Act. The dissemination of “private” and/or “confidential” data on individuals is limited to “that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.” See Minnesota Statutes, §13.05, subd. 3.

PURCHASER and STATE shall:

- (1) Not use or further disclose the information other than as permitted or required by this Contract or as required by law;
- (2) Use appropriate safeguards to prevent use or disclosure of the information by its employees other than as provided for by this contract;
- (3) Report any use or disclosure of the information not provided for by this contract of which it becomes aware;
- (4) Consistent with this contract, ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides private or confidential data, agree to be bound by the same restrictions and conditions that apply to them with respect to such information;
- (5) Upon completion, expiration or termination of this Agreement, the PURCHASER will return or destroy all protected information received from the STATE, unless return or destruction is not feasible. If return or destruction is not feasible, PURCHASER will extend the protections of this contract to the information collected during the course of this contract.

Release of data

No private or confidential data created, collected, received, stored, used, maintained or disseminated in the course or performance of this contract will be disseminated except as authorized by statute, either during the period of this contract or hereafter. If the PURCHASER is independently required to comply with any requirements of the Minnesota Government Data Practices Act or the privacy provisions of the Health Insurance Portability Accountability Act (“HIPAA,” 45 CFR §§160 and 164), the PURCHASER acknowledges that the STATE will not be liable for any violation of any provision of either Act indirectly or directly arising out of, resulting from, or in any manner attributable to actions of the PURCHASER or its employees or agents.

X. LIABILITY.

The liability of the STATE is limited by Minnesota Statutes, section 3.736. The STATE and the PURCHASER agree that, to the extent provided for in state law, each shall be responsible for any loss, damage or injury arising from its own negligence.

XI. OTHER PROVISIONS. “none”.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby

APPROVED:

1. STATE VERIFICATION

Verifies that a contract number has been assigned and no encumbrance is necessary.

By: Patty Wall

Date: 5/1/2014

Contract No: RPK-77643

3. STATE AGENCY

By: _____

Title: _____

Date: _____

2. PURCHASER

The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles, by-laws, resolutions, or ordinances.

By: W. Chausson

Title: CFO

Date: 5/5/14

By: _____

Title: _____

Date: _____

4. COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

Distribution:
Agency – Original (fully executed) contract
Department of Administration
Purchaser
State Authorized Representative

AGREEMENT

THIS AGREEMENT, made and entered into this 5 day of March, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Sarah Agaton Howes, 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 Jan 2014, and shall remain in effect until Jun 2014, 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)
Cultural programming and instruction.
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 \$ 300.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

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

Sarah Agaton Howes
1245 Northrup Road Cloquet MN 55720 218 213 7169

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

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

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

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

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

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


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

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


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

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

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

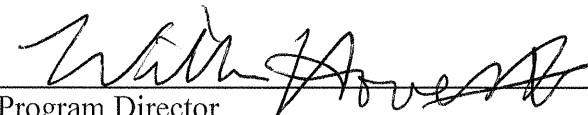


Contractor Signature
Date



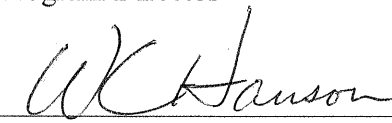
SSN/ Tax Identification Number

4-29-14



Program Director

5/1/14
Date



Director of Business Service / Superintendent of Schools

5/6/14
Date

OK


AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of May 2014, by and between Independent School District #709, a public corporation, hereinafter called District, Molly Schroeder, 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 on: August 12, 2014, 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.** Prepare and deliver keynote presentation of 45-50 minutes and one break out session of 60 minutes on August 12, 2014, at the Duluth School Summer Tech Camp. The Break-out session will cover

Digital age learning +
Google Apps for Education

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 and expenses in performing said obligations up to a sum not to exceed (\$2,500.00) two thousand five hundred dollars. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

4. **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.

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 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.

6. **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.

7. **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.

10. **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.

11. **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 Department, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail in care of Molly Schroeder

5904 Abbott Ave S
Address

Edina
City

MN
State

55410
Zip


Phone

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

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

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

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

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

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

18. **Insurance.** (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.

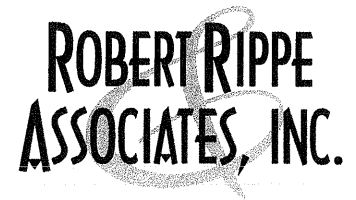
AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Molly Schroeder Molly Schroeder ~~XXXXXXXXXX~~ 5/7/14
Contractor SSN/ Tax Identification Number

Date

W. C. Hanson 5/7/14
Program Director

Date



Dining Facilities Expansion Plan Proposal Duluth Public Schools – Denfeld and Eastern High School, Duluth, MN

March 20, 2014

SCOPE OF WORK

This work involves the development of a Dining Facility Expansion Plan to accommodate the conversion to a closed campus.

The work is divided into two parts. Part A includes programming, preliminary serving area expansion and seating area design and preliminary equipment cost estimates.

Part B includes the remaining complete foodservice drawings and specifications plus construction review and observation. Time for this work will depend upon the results of Part A.

This proposal does not include architectural, mechanical, electrical, plumbing, or Group III equipment (pans, utensils, tableware, etc.) cost estimates and work other than to coordinate the foodservice equipment layout with these disciplines. It also does not include field measuring existing wall conditions.

DESCRIPTION OF WORK

PART A

PHASE I – DESIGN PROGRAM AND SCHEMATIC DESIGN

The Phase I work will begin with a worksession to accomplish the following:

1. Review problem areas, long range goals and objectives, and service method options with the school nutrition management team.
2. Meet with District administrative, Nutrition and project team representatives to review the District's long-range plans, the project's goals and objectives, project responsibilities, timetable and documentation requirements.
3. Meet with foodservice representatives to develop the design program including:
 - a. Meal volumes – present and projected
 - b. Method of operation
 - c. Develop a foodservice facility space program; modify
 - d. Develop 1/8" scale schematic plan options with foodservice representatives
 - e. Review the recommended plan with administrative representatives
 - f. Identify documentation and information required for review by others

After completion of the above, we will do the following:

- a. Prepare a design program documenting decisions made at the initial worksession
- b. Prepare a 1/8" scale foodservice facility plan
- c. Estimate the equipment and furniture cost for each area and building

We will then meet at the District to review the proposed plans, identify problem areas and develop revisions. Following this meeting, we will revise the documents and submit them for review and evaluation. During our final meeting with the District, we will review the document changes then make any additional revisions and submit final drawings and cost estimate.

With this information, facility representatives should be able to develop preliminary total project cost estimates and make decisions on how to proceed with the work. When additional information is required, we can proceed with Part B.

PART B - (NOT INCLUDED)

PHASE II – DESIGN DEVELOPMENT (NOT INCLUDED)

Work in this phase includes the following:

1. **Equipment Plan** – prepare 1/4" scale design development drawings from the approved schematic plan indicating the location, quantity, size and type of foodservice equipment.
2. **Equipment Brochures** – prepare a foodservice equipment booklet showing buy-out equipment, accessories and utility requirements.
3. **Code Compliance** – review preliminary foodservice layout and equipment with appropriate state and local code officials; verify that the equipment and layout complies with applicable health codes (Note: final authorization submittal is done by the Architect to include floor and wall finishes, etc. per code approval procedures).
4. **Sketch Elevations** – prepare preliminary elevations and review with Owner and Architect.
5. **Mechanical/Electrical Plans** – prepare information drawings for the engineers indicating the point of connection on the foodservice equipment for all plumbing, electrical and ventilating requirements.
6. **LEED/Energy Audits** – assist project engineers and/or LEED consultants with utility information and consumption on equipment eligible for LEED credits. Energy modeling, life cycle cost analysis and commissioning are not included.
7. **Cost Estimate** – revise the equipment cost estimate.

PHASE III – CONTRACT DOCUMENTS (NOT INCLUDED)

Work in this section will result in a complete set of foodservice equipment drawings and specifications coordinated with the project Architect and Engineers. It includes:

1. **Equipment Plan and Schedule** – finalize 1/4" scale plan drawing and equipment schedule.
2. **Equipment Elevations** – prepare foodservice equipment elevation drawings at 1/2" scale or larger.
3. **Fabricated Equipment Details** – prepare supplemental drawings detailing the method of construction for fabricated equipment.
4. **Special Conditions** – advise the Architect and Engineers as to areas requiring special ventilation, acoustics, lighting and construction materials for walls and doors, and special conditions for floor and wall construction where required.

5. **Interdisciplinary Coordination** – coordinate with architect and engineers regarding the requirements for foodservice equipment (and answer questions from the various disciplines).
6. **Cost Estimate** – provide final cost estimate revisions.
7. **Seismic Data** – on seismic projects, provide equipment dimensions and weights for the structural engineer to calculate and design appropriate fastening/bracing devices. Review the engineer's details for operational functionality.
8. **Specifications/Bid Documents** – provide one set of reproducible bidding documents to include bid proposal forms, supplemental general conditions, to be included with other specification sections under the Architect's or Owner's General Conditions, detailed equipment item specifications and reproducible drawings.
9. **Addenda and Questions** – respond to questions and provide addenda to the bid package if required to clarify our work or due to document omissions.

PHASE IV –BIDDING (NOT INCLUDED)

1. **Addenda and Questions** – respond to questions, investigate acceptability of proposed substitutions and provide addenda to the bid package if required due to changes requested by the Owner or the design team.
2. **Bid Review/Contractor Selection** – the consultant will review the completed bid proposal forms and make a recommendation for the selection of a foodservice equipment contractor.

PHASE V – CONSTRUCTION REVIEW AND OBSERVATION (NOT INCLUDED)

Work in this section involves review of the foodservice equipment contractor's required submittals and observation of the contractor's work to insure compliance with the contract documents.

1. **Construction Coordination** – coordinate and/or help resolve architectural, engineering, and other job-site problems, relating to foodservice equipment, during bidding and construction; participate in conference calls specifically related to our work.
2. **Submittal Review** – review the foodservice equipment contractor's submittals, up to a maximum of two times for each submittal, for conformance with information given and the design concept, as required by the contract documents, including:
 - fabricated equipment shop drawings
 - equipment plan, special conditions plan and rough-in and sleeve plan
 - brochures of manufactured equipment
 - equipment maintenance manuals and list of service agencies
3. **Change Orders/Coordination** – prepare change orders as necessary for the foodservice equipment; coordinate work with Architect and Engineers.
4. **Punchlist** – complete a field observation of the equipment and installation for compliance with the contract documents and submit a written report indicating acceptance of each item or required corrective action.
5. **Health Department Review** – provide written response to health department review comments, make revisions as required.
6. **Code Official Inspections** – the consultant will be present for the Health Department or other building inspector walk-thrus if these are coordinated with the punchlist. Site visits required in addition to the punchlist will be an additional service

FEES & EXPENSES

Our fee for the Part A work outlined in this Proposal is hourly not-to-exceed the amount scheduled below, plus reimbursement for out-of-pocket expenses. The fee and maximum number of meetings are as follows:

FEE PROPOSAL

Our fee for the Part A work outlined in this Proposal is hourly not to exceed the amount scheduled below, plus reimbursement for out-of-pocket expenses. The fee and maximum number of meetings are as follows:

PART A	<u>Meetings</u>	<u>Fee</u>
Phase I - Program & Schematic Design	3	\$ 9,000
PART B		
Phase II - Design Development	To be determined after completion of Part A.	
Phase III - Contract Documents	Estimated at 5% of	
Phase IV - Review & Observation	foodservice equipment value.	

Additional Services

If the project scope increases to the point that the designed equipment value – including the replacement value of existing, future and owner-furnished equipment – is more than 10% above the amount identified, the Consultant reserves the right to adjust the fee proportionately.

Hourly Rates

The above fee is based on an estimate of time required to complete the work at the following hourly rates:

Principal	\$210/hour
Senior Project Manager/Senior Equip. Specialist	\$150/hour
Project Manager/Operations Consultant	\$120/hour
CAD Project Coordinator/Equipment Specialist	\$110/hour
CAD Operator	\$90/hour
Administrative	\$70/hour

The Consultant reserves the right to increase these hourly rates consistent with increases to their standard rate schedule beginning on January 1, 2015.

Reimbursable Expenses

The Consultant will be reimbursed for direct expenses incurred while working on this project. The primary expenses are listed below, however, other miscellaneous expenses may be included.

Travel – The Consultant will be reimbursed for out-of-town trips to include direct expenses for meals, lodging, mileage at the allowable U.S. federal tax rate, parking and related expenses.

Mail and Delivery – The Consultant will be reimbursed at direct cost for mailing and delivery except for normal correspondence.

Drawings – Reproducible drawings are reimbursable at the Consultant's cost for plotting.

Reproduction – The Consultant will be reimbursed at the cost of production for equipment brochure booklets, specifications and drawing prints except for internal office use.

Taxes – The Consultant will be reimbursed for local, state and federal sales taxes imposed on fee revenue if applicable.

Contract Conditions

Our fee is based on the following conditions:

1. The Consultant is provided with accurate, dimensioned drawings of the building spaces including all obstructions such as electrical conduit, piping, ductwork and any other vertical elements that cannot be relocated. Redesign or extensive revisions caused by inaccurate drawings or by a change in space configuration after substantial work is completed, will be an additional service and billed at the scheduled hourly rates. The consultant will not be liable for changes made to the background and posted on the FTP site when the consultant is not notified of the change.
2. All equipment will be bid in not more than one bid package.
3. The foodservice equipment will be purchased from a single foodservice equipment contractor and the foodservice equipment contractor's work will be scheduled and coordinated by an experienced general contractor or construction manager.
4. Existing equipment model numbers and mechanical and electrical service requirements will be provided to the Consultant by the Owner's representatives if they are not readily visible on the equipment.
5. Drawings will be generated on AutoCAD or Revit.
6. Equipment shop drawings and submittals will require review and correction not more than two times.
7. The Consultant will assist project Architects and Engineers with code compliance issues related to the foodservice areas. However, this assistance does not relieve these disciplines from their code compliance obligations. The Architect will submit the required foodservice documents to the appropriate health department(s) within two weeks of the foodservice bid document completion by the Consultant.
8. The Consultant will attend up to the number of meetings scheduled in the Fee Proposal section. Extra meetings will be an additional service.
9. The Consultant will submit monthly invoices for work performed and expenses. Payment is due within sixty (60) days from date invoiced. Any problems or disputes must be noted, in writing, within fifteen (15) days of the invoice date. If invoices over \$5,000 are outstanding for more than 120 days from date of invoice, the Consultant reserves the right to stop work on the project until payment is received.
10. Consultant reserves all copyright in the documents, drawings, details and specifications developed and submitted by the Consultant under this contract ("the Works"). Upon full payment of Consultant's fee, Owner is granted a non-exclusive limited license to use the Works for this project only. These documents, or any part thereof, may not be used for other projects without the prior written consent of Consultant. The Consultant's documents may not be altered in any way without the Consultant's written permission. The Consultant's "Works" are copyright protected.
11. If the foodservice equipment bid documents are required to be signed and sealed by a licensed professional, the foodservice drawings will be signed by the project Architect of Record as foodservice planning is not a licensed profession.

12. The Consultant carries insurance coverage to the level listed below.

Commercial General Liability Protection

General	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Products & Completed Work	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Personal Injury	\$1,000,000 per occurrence

Errors & Omissions Professional Liability

\$2,000,000 each claim

Any coverage requirement exceeding this amount will be billed as a reimbursable expense at the direct cost to the consultant to obtain additional project-specific coverage.

Changes in the Work or Suspension of Work

The Consultant will make reasonable and minor changes to the work during the design phases of the project. Changes resulting from a significant alteration in scope, space configuration, budget or direction of the project or changes requested to the drawings after the project has been bid, are causes for a fee adjustment. If the project requires re-design because the bids are higher than the project budget, but the foodservice equipment portion is within the budget, re-designing the foodservice portion is cause for a fee adjustment.

A suspension of work for a period of more than 90 days is also cause for a fee adjustment. Any change in fee will be billed at the stated hourly rates until the revision is completed.

Contract Termination

This Agreement can be terminated by either party upon written notification. The Consultant is entitled to payment for work completed and reimbursable expenses.

If the terms and conditions in this proposal are acceptable, please sign and return one copy.

Respectfully submitted,

Signed:

Terry L. Pellegrino
Terry L. Pellegrino, Principal

Date:

March 20, 2014

Signed:

Bill Hanson

Typed Name:

Bill Hanson

Title:

CFO

Date:

5/9/14

P.O. Number:

AGREEMENT

THIS AGREEMENT, made and entered into this 24 day of April, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and People's Institute North, 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 May 1, 2014, and shall remain in effect until June 30, 2014, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Contractor will provide staff development training on Undoing Racism and Internalized Oppression with staff from the Office of Education Equity and American Indian Education.
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 and expenses in performing said obligations up to a sum not to exceed \$5,800.00. 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.
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.
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: People's Institute North, 1512 E 5th St Duluth, MN 55812

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

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

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

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties 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.

Sheryl Boman
Contractor / Sheryl Boman

[REDACTED]
SSN/ Tax Identification Number

4-25-14
Date

Wichita Area
Program Coordinator

5/9/14
Date

WC Hanson
Director of Business Service / Superintendent of Schools

5/13/14
Date

OK
WC