

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 25th day of January, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and TeamWorks International, an independent contractor, hereinafter called Contractor.

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

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

**1. Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2023 and shall remain in effect until June 30, 2024, 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.** *Strategic Planning*

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

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

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

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

**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 \$25,000 in total.

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

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

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

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

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

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

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

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Superintendent's Office, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) TeamWorks International, Inc. 7037 20th Avenue South, Suite A, Centerville, MN 55308.

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

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

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

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

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

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

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

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

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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**



**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.

	39-1829483	2/4/24
Contractor Signature	SSN/Tax ID Number	Date

		1/26/24
Program Director		Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

**Please check the appropriate line below:**

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	020	000	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

\_\_\_\_\_ Check if the contract is a no-cost contract such as a Memorandum of Understanding


Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

  
Date

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



**CONTRACT # 4449848**

Date: 1/24/2024  
New/Renewal: NEW  
Account Executive: Terry Olson  
Phone: 218-628-2301

CONTRACTED DIRECTLY BY ADVERTISER	
Customer #	838655-0
Name	DULUTH PUBLIC SCHOOLS
Address	709 PORTIA JOHNSON DRIVE
City/State/Zip	DULUTH, MN 55811
Contact	Brett Mensing
Email Address	brett.mensing@isd709.org
Phone #	(218) 336-8704
Fax #	
P.O./ Reference #	
Advertiser/Product	DULUTH PUBLIC SCHOOLS
Campaign	Duluth Public Schools Referendum May 2024

Space										
# of Panels: 2								Billing Cycle: Every 4 weeks		
Panel # TAB ID	Market	Location	Illum	Media Type	Size	Misc	Service Dates	# Service Periods	Invest Per Period	Cost
501 14923061	142-DULUTH, MN	418 E. CENTRAL ENTRANCE	Yes	Digital Poster	10' 0" x 21' 0"		02/05/24-04/28/24	3	\$1,400.00	\$4,200.00
501 14923061	142-DULUTH, MN	418 E. CENTRAL ENTRANCE	Yes	Digital Poster	10' 0" x 21' 0"		04/29/24-05/19/24	1	\$1,050.00	\$1,050.00
<b>Total Space Costs:</b>									<b>\$5,250.00</b>	

Special Considerations: Please send invoices to Brett at:  
brett.mensing@isd709.org  
and cc:  
ap.vendor@isd709.org

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

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

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the \_\_\_\_\_ authorized signer  
(Officer/Title)  
of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

Customer:	DULUTH PUBLIC SCHOOLS
Signature:	<i>John Magas</i> (signature above)
Name:	John Magas (print name above)
Date:	Jan 30, 2024 (date above)

<b>THE LAMAR COMPANIES</b>	This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.	
 ACCOUNT EXECUTIVE: Terry Olson	 GENERAL MANAGER	Jan 31, 2024 DATE



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



**CONTRACT # 4449848**

Date: 1/24/2024  
New/Renewal: NEW  
Account Executive: Terry Olson  
Phone: 218-628-2301

## STANDARD CONDITIONS

- 1. Late Artwork:** The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.
- 2. Copyright/Trademark:** Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.
- 3. Payment Terms:** Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.
- 4. Service Interruptions:** If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
- 5. Entire Agreement:** This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
- 6. Copy Acceptance:** Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.
- 7. Termination:** All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.
- 8. Materials/Storage:** Production materials will be held at customer's written request. Storage fees may apply.
- 9. Installation Lead Time:** A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.
- 10. Customer Provided Production:** The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warranty against fading and tearing.
- 11. Bulletin Enhancements:** Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.
- 12. Assignment:** Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.
- 13. Digital Provisions:** Lamar will strive to provide Advertisers with 100% of the time they contract. However, due to problems with power interruptions, emergency governmental warnings (e.g. Amber Alerts) or other unforeseen interruptions, Lamar is guaranteeing copy will be displayed an average of 92.5% of the time contracted. If a location should be lost during the period of display for any reason, a digital location of equal advertising value will be substituted or credit issued for the loss of service. For purposes of determining whether a credit is due, the average number of guaranteed impressions per day will be measured over the duration of the contract, e.g., during a four week contract, the available impressions during the entire four week term of the contract will be calculated and 92.5% of that number will be used as the basis to determine whether a credit is due the Advertiser. If Lamar has provided 92.5% or greater of available impressions, then no credit will be due.



**AGREEMENT FOR PURCHASE OF SERVICES FOR  
PARAPROFESSIONAL TRAINING ON JANUARY 22, 2024**

The following is an Agreement between Squires, Waldspurger & Mace, P.A. (hereinafter referred to as the "Consultant") and Independent School District No. 709, Duluth Public Schools (hereinafter referred to as the "District").

1. The Consultant agrees:  
To provide services for the purpose of presenting at the District's training for paraprofessionals on January 22, 2024. Consultant will present on the following topics: legislative changes to student discipline, disciplinary dismissals, nonexclusionary discipline, minimum services during suspensions, implications of certain discipline practices, expulsions of special education students, and manifestation determinations. Consultant will present virtually, and the District may record the training and make it available for District staff to view until June 1, 2024.
  
2. The District agrees:  
To pay the Consultant a flat fee of \$1,000.00 for presenting at the District's training for paraprofessionals from 9:00 a.m. to 10:00 a.m. on January 22, 2024, inclusive of presentation and question-and-answer time. Fee includes prep time and presentation time.
  
3. AMENDMENTS  
Amendments must be in writing and indicate approval by both parties to the amended terms.

  
\_\_\_\_\_  
Squires, Waldspurger & Mace, P.A.

1/16/24  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
I.S.D. 709, Duluth Public Schools

1-16-24  
\_\_\_\_\_  
Date

01 005 640 161305 002



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 26th day of January, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Area Family YMCA, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of December 1, 2023 and shall remain in effect until June 30, 2024, 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.** *Duluth Area Family YMCA Proposal for ISD 709 ESSER Funds (see attached proposed services)*

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

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

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

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

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 \$47,300 in total.

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

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

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

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

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

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

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

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Assistant Superintendent's Office, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Duluth Area Family YMCA, 302 W 1st St, Duluth, MN 55802.



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

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

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

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

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

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

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

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

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

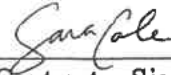
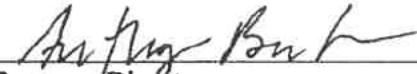
**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**



**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.

	41-0693931	1/29/2024
Contractor Signature	SSN/Tax ID Number	Date
		1/26/24
Program Director		Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).


**Please check the appropriate line below:**

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	203	161	303	013
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding

	1-26-24
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date



## Duluth Area Family YMCA Proposal for ISD 709 ESSER Funds

*December 2023*

### **Overview**

The Duluth Area Family YMCA (the Y) is one of the oldest and largest nonprofits in the Northland. The Y is committed to strengthening community by connecting all people to their potential, purpose, and each other. As an association, the Y's programs reach over 180 miles, from Moose Lake to Grand Portage. Locally, programs operate within all Duluth Public Elementary Schools, the Harbor Highlands Community Center, the Gary-New Duluth Recreation Center, the Woodland Community Center, and several non-profit youth serving agencies.

In partnership with ISD 709, the Y is proposing to provide the following services to increase youth development and healthy living opportunities for Duluth-area youth, specifically those from low-income households and BIPOC communities from January – July 2024.

The Y acts as a leader, collaborator, and catalyst for change. Services described in this proposal will have a widespread impact on youth and families, as they will be done in collaboration with the following entities: AICHO, Boys and Girls Clubs of the Northland, CHUM's Steve O'Neil Apartments, the Damiano Center, the Duluth Community School Collaborative, Family Freedom Center, Gary New Duluth Recreation Center, Harbor Highlands Community Center, Laura MacArthur KEY Zone, Lincoln Park Children and Families Collaborative, Myers-Wilkins KEY Zone, Stowe KEY Zone, and Valley Youth Center. These partnerships were carefully identified for this project as they all serve a high percentage of youth from low-income households (40-95% qualifying for free or reduced-price lunch) and families that identify as part of the BIPOC community (20-95%).

### **Proposed Services**

- **Family Engagement:** Monthly enrichment opportunities for families from low income and BIPOC households to engage in free events at the Downtown Y and the Essentia Wellness Center from January 2024-June 2024. Families will have the opportunity to use the pool, rock wall, gym, and other youth activities.
  - Total of \$9,000 to cover 6 months of activities. The includes food, transportation, and supplies.
- **Student Memberships & Gym Space:** All ALC and Denfeld Setting 3 EBD students will receive Y memberships to access the facilities from January – July 2024.
  - Memberships for all ALC students, 18 Denfeld students, and exclusive gym space for ALC gym class = \$10,000
- **Community-Based Programming:** Increase enrichment opportunities for students from low income and BIPOC households to engage in free, high quality, year-round out-of-school time programming at the Harbor Highlands Community

Center and Gary New Duluth Recreation Center. Create new opportunities to engage in and with the community for program supplies and speakers. Also providing more teen focused programming that includes career exploration, skill development, and collage visits.

- o 2 sites at \$3,000 each = of \$6,000

- **KEY Zone Access:** Increase opportunities for students to engage in high quality out-of-school time programming during the school year. Services will focus on KEY Zone Laura MacArthur, Myers Wilkins, and Stowe Elementary.

- o Scholarships for 20 students x \$203 for 9 months September 2023 – May 2024 = \$20,300

- **Youth In Government Programming:** Increase enrichment opportunities for students from low income and BIPOC households to engage in free teen programming. Youth in Government (YIG) is an immersive that includes focused discussions on current issues, a wide variety of social events, engaging evening activities, time for small-group reflection, and hands-on leadership development.

- o 10 youth in grades 8<sup>th</sup> – 12<sup>th</sup> to experience the Youth in Government program. \$200 x 10 = \$2,000

**Proposed Budget**

<b>Service</b>	<b>Details</b>	<b>Amount</b>
Community Program Enhancements	2 sites will provide enrichment activities and focus on teen programming.	\$6,000
KEY Zone Scholarships	20 more youth will receive free high-quality care afterschool.	\$20,300
Family Engagement	6 family nights at Y facilities	\$9,000
Youth Memberships	## of youth from ALC and Denfeld will be able to access the Y for free	\$10,000
Youth in Government	10 teen youth to participate in the program	\$2,000
	<b>Total</b>	<b>\$47,300</b>

**Contact**

**Jeremy Katchuba**

Senior Vice President of Operations  
[jkatchuba@duluthymca.org](mailto:jkatchuba@duluthymca.org)  
 218-241-8008 ext. 505

**Melissa Fanning**

Community Services Executive Director  
[mfanning@duluthymca.org](mailto:mfanning@duluthymca.org)  
 218-722-4745 ext. 107

**Duluth Area Family YMCA**

302 W 1<sup>st</sup> St  
 Duluth, MN 55802

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 29th day of January, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Family Freedom Center, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 1, 2024 and shall remain in effect until June 30, 2024, 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.** See attachment for program description.

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

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

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

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

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 \$75,000 in total.

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

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

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

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

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

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

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

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Assistant Superintendent's Office, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Family Freedom Center, 310 N 1st Ave W 55806 Suite 108, Duluth, MN 55806.

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

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

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

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

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

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

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

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



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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

**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	83-0943572 SSN/Tax ID Number	1/30/2024 Date
 Program Director		1/29/24 Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

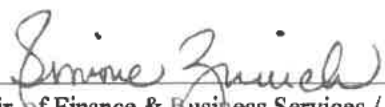
**Please check the appropriate line below:**

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	211	161	304	013
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

\_\_\_\_\_ Check if the contract is a no-cost contract such as a Memorandum of Understanding

 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	1-29-24 Date
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**Family Freedom Center**  
**ISD709 ESSER FUNDS: MID-TERM REPORT**  
7/1/2023 - 12/31/2023

**1. Mental and Physical Health (75 Total Students Served)**

The Center currently provides the following Health & Wellness programs for students:  
Jacob, here is the progress report for the "Freedom Farms" program under the "Health" category:

**Freedom Farms Progress Report**

Freedom Farms, a significant initiative by Family Freedom Center, focuses on promoting food access and creating a communal space through its Black urban farms. This project includes an outdoor farm in Central Hillside and an indoor farm at The Center, operational throughout the year. Freedom Farms is flourishing as an educational and nutritional resource for ISD709 students, aligning perfectly with the objectives set in the proposal. Each element of the program, from free produce distribution to educational workshops, is contributing to the overall health and wellbeing of the student.

**Free Produce Pick Up:**

**Objective:** To provide ISD709 students with fresh, locally-sourced produce at no cost.

**Progress:** Implemented, combating food insecurity and encouraging healthy eating habits

**Students Benefited:** 75

**Gardening Classes:**

**Objective:** Educate students in hands-on gardening, crop cultivation and maintenance.

**Progress:** Students gaining insights into self-sufficiency and sustainable food production.

**Students Participated:** 30

**Food Preparation Classes:**

**Objective:** Teaching students healthy cooking techniques and nutrition, using produce.

**Progress:** Providing students with cooking skills, teaching the importance of healthy eating.

**Students Engaged:** 25

**Total Students Served:** 75

**Girlhood Progress Report**

Weekly program for girls and feminine youth, focusing on personal development and mental health in a safe, supportive environment. Girlhood is effectively meeting its goal, positively impacting the participants and aligning with the proposed objectives.

**Objective:** To provide a nurturing space for discussions, activities, and skill development, fostering personal growth and resilience.

**Progress:** Successful in creating a safe space with a blend of discussions, soothing activities, and skill-building. Regular participants enjoy monthly recognition with local outings.

**Total Students Served:** 25

### **Circles for Young Fathers Progress Report**

Six-week program in partnership with Community Resolution Center (CRC), designed for young fathers, fathers-to-be, and adolescent masculine youth. The program focuses on fatherhood, caretaking roles, personal character growth, and supporting families and communities. The most recent iteration saw 25 different youth attending, with an average of 10 attendees per week.

**Objective:** To mentor young men in fatherhood and personal development, enhancing their roles in families and communities.

**Progress:** Successful engagement with mentors from the community, facilitating discussions and learning on fatherhood and personal growth.

**Total Students Served:** 25

### **FFC Expanded Health Programs Report**

Family Freedom Center has offered several expanded health programs to students, including:

- **Sexual Education and Reproductive Health:** Partnering with organizations like Planned Parenthood, Rainbow Health, and Lutheran Social Services to provide education and resources to adolescent youth.
- **Substance Use Education:** Conducting programs in collaboration with the Harm Reduction Sisters to address the community's substance use epidemic
- **Social-Emotional Learning:** A program in partnership with UMN Extension, helping students enhance their social and emotional skills, develop social awareness, and establish healthy relationships.
- **Therapy/Skills Groups:** Offering groups for youth to develop coping skills and strategies, discuss mental health, and combat mental health stigmas.

**Total Students Served:** 7

### **Mid-term Health Findings**

The health programs conducted by Family Freedom Center have brought to light considerable needs in mental and physical health, especially within the BIPOC community of Central Hillside Duluth. A particular area of concern has been substance abuse among students, which these programs have addressed through targeted education and support. This specific challenge, along with the broader scope of services including sexual and reproductive health, emotional learning, and support groups, has underscored the ongoing and perhaps growing need for such resources in the community. The response to these initiatives reveals a persistent demand for support, especially in combating substance abuse, which is a significant factor in the overall health and wellbeing of the student population. The insights gained from these programs clearly indicate the necessity for continued and expanded efforts to address these critical health concerns.

## **2. Education and Learning Support (73 Total Students Served)**

### **Academic Planning Program Report**

The Academic Planning program has been involved in promoting academic success. Staff have assisted with enrollment, classwork planning, setting goals for attendance and completion, discussing alternative education options, and advocating for family needs.

**Objective:** To guide students in achieving academic goals and support their educational journey.

**Progress:** Provided personalized academic support, impacting student progress.

**Total Students Served:** 21

### **Supplementary Academic Skills Report**

'Smarter Every Day' is a daily program at The Center, focusing on developing skills crucial for academic success. It emphasizes building confidence and resilience, empowering students to be successful learners. The program covers daily objects such as mathematics, sciences, arts, reading, and writing.

**Objective:** To enhance key academic skills, fostering confidence and resilience in students for success in various learning environments.

**Progress:** Focused on skill development in core academic areas, contributing to student empowerment and learning proficiency.

**Total Students Served:** 45

### **Student Parent Liaison Program Report**

The Center acts as a communication hub, connecting ISD709 with students, families, and various resources. Active participation in SARB and regular correspondence with schools attended by the students enables the creation of comprehensive plans that are well-informed and tailored to address individual student needs.

**Objective:** To facilitate effective communication and planning between ISD709, students, and families for a comprehensive approach to student needs.

**Progress:** Maintained regular communication and collaboration, ensuring that student support plans are comprehensive and well-informed.

**Total Students Served:** 4

### **Tutoring Program Report**

The Tutoring program at The Center involved FFC youth specialists assisting students with their classwork. This service was accessible daily for students on half-days, ALC students, Homebound students, and elementary students, with availability for middle and high school students upon request. Despite dedicated efforts by our specialists, the absence of an on-site teacher from ISD709, as initially anticipated, limited the program's potential impact.

**Objective:** To provide academic support to students, aiming to enhance their understanding and completion of classwork.

**Progress:** FFC youth specialists delivered consistent tutoring assistance. However, the need for additional academic support persists, highlighting the gap left by the unfulfilled provision of an on-site teacher.

**Total Students Served:** 14

### **Alternative Education Sites Program Report**

The Center served as a vital resource for students with non-traditional educational arrangements. This included students from the Area Learning Center, both in seated classes and participating online, as well as students on half-day schedules and those meeting with homebound teachers. At

The Center, these students received tutoring and academic support from our staff as well as meals, and access to a safe space equipped with necessary technology and learning materials.

**Objective:** To support students in alternative education settings by providing academic assistance, nutritional support, and access to essential educational resources.

**Progress:** While staff provided comprehensive support to these students, the program highlighted an ongoing need for additional resources and structured educational guidance to fully meet the unique needs of this diverse student group.

**Total Students Served:** 14

### **BIPOC Parents' Association Report**

This program focused on establishing the Black/BIPOC Parents' Association as a supporting entity within ISD709. The approach involved a biweekly cycle of individual meetings, capacity-building training, and advocacy experiences, aiming to create an organization of Black parents with chapters in multiple schools. The goal is to develop a group capable of mobilizing over 100 representatives for school boards or other public meetings.

**Objective:** To build a robust network of Black parents, empowering them through leadership and community organizing training at FFC. The process began with current participants and expanded to include new leaders from various schools.

**Progress:** Initiated the development of the core team and conducted biweekly leadership training sessions. The program is instrumental in fostering a strong community presence and advocacy for change.

**Total Students Served:** 15

### **Mid-term Education Findings**

The Education programs at The Center have successfully addressed various academic needs of ISD709 students. Initiatives like Academic Planning, Tutoring, Supplementary Academic Skills, and Alternative Education Sites have provided crucial support services, ranging from academic assistance to skill enhancement in a supportive learning environment.

Our experience, particularly with the increasing attendance at The Center, approximately 75 students daily, has underscored the growing demand for these educational services. While we have made significant progress, the absence of a dedicated teacher from ISD709 has been a notable limitation. This role is critical for enhancing our program's effectiveness and directly addressing the diverse and complex needs of our students.

The findings from our programs point to the continued need for robust educational support. Sustainable funding and resources are essential for maintaining and expanding our services. The addition of a teacher, as initially planned, would greatly benefit our efforts, allowing us to provide more integrated and specialized support. Looking ahead, the ongoing support will be crucial in adapting to the evolving educational landscape and ensuring that we can meet the growing needs of our students, helping them thrive in their academic journeys.

### **3. Economic Stability (38 Total Students Served)**

#### **Adulting Basics Courses Program Report (Upcoming)**

The Adulting Basics Courses, targeting youth aged 16-21, are planned to facilitate the transition from adolescence to adulthood. This upcoming program, secured for integration at Denfeld High School in partnership with the Community School Collaborative and Workforce Development, is set to commence in Spring 2024. It aims to empower participants by setting clear visions and goals for their future and working towards them. The curriculum will focus on developing work readiness skills, completing GEDs where needed, enhancing financial literacy, building or repairing credit, providing guidance on post-secondary education and financial aid, and establishing mentorship connections with local BIPOC business owners.

**Objective:** To prepare transitioning youth with crucial life skills and mentorship for a successful shift to adult responsibilities and career pathways.

**Preparation Progress:** Successfully secured the program's integration into Denfeld High School and established partnerships in anticipation of the first class in Spring 2024.

**Total Students to be Served:** 8

#### **Freedom Start-Ups Program Report (Upcoming)**

Freedom Start-Ups is an upcoming program designed to empower BIPOC entrepreneurs aged 16-21 by equipping them with the tools and knowledge needed to succeed in business. This program, scheduled to commence in Spring 2024, aims to prepare participants for the challenges they will face as minority business owners and encourage them to develop culturally specific enterprises rooted in their heritage.

**Objective:** Offer entrepreneurial skills training and guidance to ISD709 students. To build an entrepreneurial ecosystem supporting diverse business owners and provide a safe space for learning, free course materials, food, and childcare.

**Progress:** The program launch is planned for Spring 2024, and preparations are underway to secure the necessary resources and partnerships for a successful start.

**Total Students to be Served:** 8

#### **Work Readiness Program (START) Report**

The Work Readiness for students and young adults was offered through our Center's Skilled Trades, Arts, Robotics, and Technology (START) program. START served as an experimental workspace, providing students with exposure to cutting-edge technology and equipment in an educational and nurturing environment. This initiative aimed to bridge the gap between BIPOC students and professions that create generational wealth by introducing them to technology-driven career pathways through culturally responsive workshops.

#### **StudioX and START Spaces**

The artistic and skilled trades aspect of the START program has been a cornerstone of our success in 2023. START provided comprehensive workshops in various disciplines, each designed to foster creativity and technical proficiency:

- **Hairstyling and Barbering:** Youth delved into the world of beauty and hair care, learning various techniques suitable for different hair types and styles. This workshop served as a platform for those interested in pursuing careers in the beauty industry.
- **Clothing Design and Customization:** Practical skills in clothing design, including customizing clothes using patches, heat presses, and both hand and machine sewing techniques.
- **Visual Arts:** Workshops explored painting and drawing, encouraging youth to experiment with different styles, mediums, and techniques, nurturing their artistic talents.
- **Music Production:** The program embraced the creative aspects of music with activities in lyric writing, freestyle rapping, and beat creation using various music production software. Youth learned to compose, record, and produce their own music.
- **Photography:** Workshops blended technical skill development with creative expression, teaching youth the basics of photography, including composition and editing.
- **Hydroponics:** Techniques for growing plants indoors, emphasizing sustainability and self-sufficiency in urban settings, providing valuable agricultural skills.

**Objective:** To provide students and young adults with work readiness skills and exposure to technology-driven career pathways through culturally responsive workshops.

**Progress:** Successfully introduced students to a wide range of skills and career possibilities, fostering creativity and technical proficiency in an inclusive and supportive environment.

**Total Students Served: 30**

### **Mid-term Economic Stability Findings**

In the pursuit of economic stability for ISD709 students, the Family Freedom Center has made substantial strides in empowering our youth. Our programs have not only equipped them with essential life skills but have also planted the seeds of entrepreneurship and financial literacy. As we reflect on our accomplishments, we envision a future where our students can break the cycles of poverty that have disproportionately affected BIPOC communities. Through initiatives like the Adulting Basics Courses, set to launch in Spring 2024, we are preparing our youth for the transition to adulthood by providing them with the tools to secure stable employment, pursue higher education, and manage their finances effectively. The upcoming Freedom Start-Ups program will further bolster our efforts by nurturing a new generation of BIPOC entrepreneurs who can create culturally specific enterprises and reshape the narrative of Black business ownership.

Our Skilled Trades, Arts, Robotics, and Technology (START) program has opened doors to technology-driven career pathways and artistic skills development, bridging the gap between our students and professions that build generational wealth. We are proud of the opportunities we have offered to our youth, and we see the potential for them to excel in fields that have traditionally been less accessible. As we assess the need for continued support, it is clear that economic stability is not an endpoint but an ongoing journey. Our findings highlight the importance of providing resources, mentorship, and education to students as they navigate the complexities of adulthood. We believe that by nurturing financial literacy, entrepreneurship, and work readiness skills, we can empower our students to generate alternative means of income and break free from the cycles of poverty.

**Conclusion:**

During the contract period from July 1, 2023, to December 31, 2023, Family Freedom Center served 209 ISD709 students, resulting in 2,743 visits to The Center. Each student received daily meals, mentor support from our Youth Specialists, and engaged in Arts & Crafts activities, as well as indoor and outdoor recreation. Please see the chart below for students served by school, as well as the attached document for the full roster of students served.

Furthermore, we organized special events for ISD709 families, including:

- Annual Big Tent Event (600 guests) providing cold weather kits and essentials.
- Unity in Our Community (1,500 backpacks) supporting back-to-school needs.
- Freedom Fridays (200+ attendees monthly) serving free meals and workshops/classes.
- Thanksgiving Dinner, Christmas Dinner, Trunk-or-Treat, and BIPOC Business Showcase.

<b>ISD709 SCHOOLS</b>	<b># Students</b>
Denfeld High School	60
Myers-Wilkins Elementary School	66
Lincoln Park Middle School	47
Adult Learning Center	10
ISD709 Homeschool/Homebound	6
Ordean East High School	4
Piedmont Elementary School	4
Arrowhead Juvenile Center High School	2
Ordean High School	2
Lowell Elementary School	3
Laura McArthur Elementary School	1
Congdon Elementary School	1
Stowe Elementary School	1
Rock Ridge High School	2
<b>TOTAL ISD709 STUDENTS</b>	<b>209</b>

Note: Family Freedom Center served 19 non-ISD709 students during this contract period.

<b>Students from other schools served</b>	
The DECS North Star Academy	10
Harbor City International School	2
Twin Cities	2
Fond Du Lac Ojibwe School	1
Unknown	4
<b>TOTAL NON-ISD709 STUDENTS</b>	<b>19</b>

The findings throughout this contract underscore the paramount importance of the Family Freedom Center's presence in ISD709. As we reflect on the progress and impact achieved by the Family Freedom Center over the past six months, it is clear that our essential services, guidance, and transformative opportunities have resulted in tangible improvements in the growth and development of the students we serve.

In light of our accomplishments, we are seeking funding in the amount of \$150,000 in ESSER funds for the next year, from January 1, 2024, to December 31, 2024. This funding will enable the Center to sustain and expand its programs, reaching an additional 400 ISD709 students and totaling 6,000+ visits to the Center in 2024.

While the Center is proud of the progress made, it acknowledges that there are still unmet needs within the community. Challenges such as food insecurity, academic support gaps, and economic instability persist, emphasizing the continuous need for support and intervention.

The students served by the Center, the heart of its mission, possess immense potential and untapped talent. With the right resources and opportunities, they have demonstrated their ability to overcome obstacles and reach their full potential. It is a firm belief that continued investment in their growth and development is not only an investment in their future but also in the future of the community as a whole.

Understanding the importance of sustained financial backing and the continued engagement of the community in its endeavors, the Family Freedom Center seeks the requested funding of \$150,000 to carry forward its vital work in empowering students, addressing their unique needs, and creating a pathway to a brighter future.

For any further inquiries or questions regarding our work and funding request, please feel free to contact Jacob Bell, Executive Director of the Family Freedom Center via email at [Jacob@familyfreedomcenter.org](mailto:Jacob@familyfreedomcenter.org).

We appreciate your attention to our mission and look forward to the opportunity to discuss how your support can help us make a lasting impact on the lives of ISD709 students.

Thank you for considering our funding request.



November 27, 2023

Bryan Brown – Facilities Manager  
Duluth Public Schools  
Via email: [bryan.brown@isd709.org](mailto:bryan.brown@isd709.org)

RE: Homecroft Elementary Parking Lot Reconstruction

Dear Mr. Brown

Thank you for the invitation to propose our Professional Engineering services for the Homecroft Elementary Parking Lot Reconstruction Project. It is our understanding of the project that it is to consist of reconstructing the existing parking lot at Homecroft Elementary in Duluth, MN. Construction will include bituminous pavement, concrete curb & gutter, installation of a stormwater management system, and wall-mounted lighting systems.

#### **Fees for Proposed Services**

Design Tree Engineering will provide engineering services as listed below for the lump sum fee:

#### **Professional Engineering Services**

*Land Survey (Topo): \$7,500*

*Civil: \$18,000*

*Electrical: \$6,000*

**Total Lump Sum Fee: \$31,500**

#### **Proposed Scope of Engineering Services**

##### **Design Services:**

1. Attendance at up to 3 virtual design meetings.
2. Site visit to review the existing building and document existing systems conditions and locations.
3. Provide progress submittals for Owner review and project team coordination as requested.
4. Provide signed Construction Documents (drawings and specs) for the use of permitting and construction.
5. Responding to the reviewing authorities' comments to receive the necessary approvals from governing agencies.

##### **Land Surveying:**

1. Topographic Survey
  - a) Collect existing conditions.
  - b) Locate utilities through Gopher One Call.
  - c) Obtain inverts of utilities.
  - d) Provide cad background for civil use.

##### **Civil Design Services:**

1. Existing conditions plan.
2. Site Plan which includes the design of:
  - a) Parking lot of approximately 40 stalls  $\pm 10\%$
  - b) Bus drop-off/pick-up area.
  - c) Connections to City streets.
  - d) Grading plan.
3. Erosion control plan.
4. Utility Plan including:

## DTE PROPOSAL

### Homecroft Elementary Parking Lot Reconstruction

- a) Storm sewers, culverts, etc.
5. Storm water Calculations to comply with the project site's governing authorities.
6. Storm water Pollution Prevention Plan
7. Construction Details.
8. Preparation of documents for submittal to reviewing authorities.

#### *Electrical Design Services:*

1. Lighting design for the building exterior and parking lot.
2. Coordinate the electrical feed points for the project areas.
3. Photometric analysis of project areas to verify proposed lighting performance and compliance with IES recommendations and Owner's guidelines.
  - a) Emergency lighting design.
4. Drawings with lighting layouts using final luminaire selection, circuiting, controls and schedules.
5. Specifications identifying the requirements of the lighting control systems.

#### **Bidding Administration:**

1. Prepare bidding documents.
2. Advertise for bids.
3. Prepare an award recommendation letter.
4. Respond to Contractor questions via email or telephone.
5. Prepare and assist with Addenda, if required, during the bidding period.

#### **Construction Administration Services**

1. Review Contractor submittals and shop drawings.
2. Respond to Contractor questions via telephone or email during the construction period.
3. Provide spot inspections during critical phases.
4. A engineering representative will attend the following site visits:
  - a) Spot inspections during critical construction phases.
  - b) One visit at substantial completion to prepare a project punch list.

#### **Project Schedule**

1. The project is intended to be completed prior to school starting in the fall of 2024.

#### **Assumptions**

##### *Land Surveying*

1. Owner shall provide legal descriptions of the property to be surveyed.
2. If platting or an ALTA/NSPS Land Title Survey is required, owner is to provide a Title Commitment or Title Opinion.
3. Private utilities are not located.

##### *Civil*

1. Geotechnical investigations will be performed by Others under a separate contract with the Owner.

#### **Supplemental Services**

For the purposes of this proposal, Supplemental Services is defined as any service authorized by the Client and is to be performed by the Consultant which is not included in the above scope. The Client will be billed the additional design fee as agreed upon when the additional service is approved. Such supplemental services include, but not limited to:



## DTE PROPOSAL

### Homecroft Elementary Parking Lot Reconstruction

#### *Civil*

1. Services related to application for permits, plan preparation, meetings, delineation and mitigation due to wetland encroachments.
2. Services related to the extension of public infrastructure, i.e., sanitary sewer main extensions, watermain extensions or street extensions.
3. Design of septic systems.
4. Design of well water systems.
5. Landscaping and Irrigation Design.
6. Construction Staking.

#### *Electrical*

1. Technology systems.
2. Changes to the luminaire selections which require revisions to layouts and/or photometric model.
3. Equipment life cycle cost comparisons.
4. Arc Flash Hazard Study for the electrical distribution equipment.
5. Design of or incorporating emergency power systems such as a generator or UPS system.
6. Design services to feed the new buildings from an existing service.
7. Attendance at technology system discussion meetings.

#### *Common for all Disciplines*

1. Design of or incorporating renewable energy sources, such as wind or solar power systems.
2. Making revisions in Drawings, Specifications, or other documents when such revisions are:
  - a) Inconsistent with approvals or instructions previously given, including revisions made necessary by adjustments in the Client's program or Project budget.
  - b) Required by the enactment or revisions of codes, laws or regulations after the preparation of such documents.
  - c) Due to changes because of Client or Owner failure to render decisions or deliver information in a timely manner.
3. Significant revisions to the project after 50% design has been completed.
4. Restarting work on project after direction has been issued to pause or cease work.
5. Incorporation of alternates which require additional design or redesign.
6. Engineer's opinions of probable construction costs or construction cost estimates.
7. Attendance at meetings in excess to what is identified in the above scope.
8. Revisions to drawings due to value engineering after the signed documents have been issued.
9. Review of submittals which Contractor was required to resubmit more than once.
10. Payment of permits, City, County or other fees needed for governing authority reviews and/or the construction of the proposed project.
11. Modification to systems or other additional work required to identify and resolve conflicts due to incorrect installation or use of materials by others.
12. Commissioning and testing services.
13. Development of record or as-built documents.

#### **Reimbursable Expenses**

Expenses for reimbursable items will be invoiced in addition to the fees outlined in this proposal. Such expenses may include, but are not limited to, mileage (at current federal rate), traveling expenses, parking, digital file transfers, plots, and creating copies of files and documents.

Thank you for giving us the opportunity to work with you on this project. If you have any questions or see a need for modifying the above services, please feel free to contact our office. When you find this proposal



**DTE PROPOSAL**

Homecroft Elementary Parking Lot Reconstruction

is acceptable, please sign and date the space below and return to our office.

Sincerely,

DESIGN TREE ENGINEERING & LAND SURVEYING



Michael Gerber, PE  
Civil Engineer  
Phone: (320) 227-0203  
Email: [mjg@dte-ls.com](mailto:mjg@dte-ls.com)

Acceptance of Proposal:

The total proposed fee amount of \$31,500 is accepted and I hereby authorize Design Tree Engineering to proceed with the proposed work contained in this proposal.

  
\_\_\_\_\_  
Signature

*Exec. Dir. Business, Finance*  
\_\_\_\_\_  
Title

*January 10, 2024*  
\_\_\_\_\_  
Date



January 10, 2024 – Revision 1

Bryan Brown – Manager of Facilities  
Duluth Public School District 709  
713 Portia Johnson Drive  
Duluth, MN 55811

RE: Transportation Building Addition  
Engineering and Land Surveying Proposal

Dear Mr. Brown

Thank you for the invitation to propose our Professional Engineering and Land Surveying services for the Duluth Schools Transportation Building Addition project. Our understanding of the project is that it consists of adding two 25' by 100' bus bays to the existing bus garage at the Transportation Building.

### Fees for Proposed Services

Design Tree Engineering will provide engineering services as listed below for the lump sum fee:

#### **Professional Engineering Services**

Architectural:	\$25,000 (Subcontracted with DSGW – See attached proposal)
Civil:	\$ 9,500
Structural:	\$ 6,500
Electrical:	\$ 7,500
Mechanical:	\$ 7,500
<b>Total Building Services Lump Sum Fee:</b>	<b>\$56,000</b>

**Land Survey:** \$10,000

### Proposed Scope of Engineering Services

#### **Design Services:**

1. Attendance at up to 3 virtual design meetings.
2. Site visit to review the existing building and document existing systems conditions and locations.
3. Provide progress submittals for Owner review and project team coordination as requested.
4. Provide signed Construction Documents for the use of permitting and construction.
5. Responding to the reviewing authorities' comments to receive the necessary approvals from governing agencies.

#### **Land Surveying:**

1. Topographic Survey
  - a) Collect existing conditions.
  - b) Locate utilities through Gopher One Call.
  - c) Obtain inverts of utilities.
  - d) Provide CAD background for civil use.
2. Construction Staking
  - a) Set contractor control.
  - b) Stake building with offsets.
  - c) Stake underground utilities.
  - d) Stake curb and gutter.
  - e) Stakes for grading purposes.

## DTE PROPOSAL

### Transportation Building Addition

- f) Stake subgrade.
- g) Stake sidewalks.

#### *Civil Design Services:*

1. Existing Conditions Plan.
2. Site Plan which includes the design of:
  - a) Two additional storage bays and a salt storage area.
3. Grading Plan
4. Erosion Control Plan.
5. Utility Plan including:
  - a) Storm sewers.
6. Construction Details.
7. Construction Specifications.
8. Preparation of documents for submittal to reviewing authorities.
9. Responding to the reviewing authorities' comments to receive the necessary approvals from governing agencies.

#### *Structural Design Services:*

1. Structural Design Services to include:
  - a) Preliminary structural calculations for typical elements.
  - b) Preliminary and Final Framing Design.
  - c) Review of secondary or non-structural elements attached to the preliminary structure.
  - d) Establishing criteria for pre-engineered design components.
  - e) Design of gravity and lateral systems.
  - f) Foundation Design.
2. Coordination of structural design with other disciplines.
3. Prepare and provide finalized structural calculations for the reviewing authorities approvals.

#### *Electrical Design Services:*

1. Power Distribution Design Services to include:
  - a) Coordinate the electrical feed points for the project areas.
2. Lighting Design Services to include:
  - a) Interior and exterior lighting.

#### *Mechanical and Plumbing Design Services:*

1. HVAC Design Services to include:
  - a) Equipment selection coordination with Owner and Architect.
  - b) Ventilation systems.
  - c) Coordination with utilities and other disciplines.
2. Plumbing Design to include:
  - a) Domestic sanitary sewer systems interior to the building.
  - b) Floor and roof drain systems.

#### ***Bidding Administration:***

1. Respond to Contractor questions via email or telephone.
2. Advertise for bids.
3. Prepare and assist with Addenda, if required, during the bidding period.
4. Prepare an award recommendation letter.



## DTE PROPOSAL

### Transportation Building Addition

#### **Construction Administration Services**

1. Review Contractor submittals and shop drawings.
2. Respond to Contractor questions via telephone or email during the construction period.
3. Provide spot inspections during critical phases.
4. Provide one site visit at substantial completion to prepare a project punch list.

#### **Project Schedule**

1. Proposal pricing is based upon project completion in the fall of 2024.

#### **Assumptions**

1. Geotechnical investigations will be performed by Others under a separate contract with the Owner.

#### *Land Surveying*

1. Owner shall provide legal descriptions of the property to be surveyed.
2. If platting or an ALTA/NSPS Land Title Survey is required, owner is to provide a Title Commitment or Title Opinion.
3. Private utilities are not located.

#### *Mechanical*

1. Bus garages will not be heated or air conditioned.
2. Fire suppression is not required.

#### *Electrical*

1. The design of Technology systems will be provided by Owner or other specialty system consultant. If this information is to be coordinated with the electrical documents, the design shall be provided in a timely manner to coincide with the agreed upon schedule. These design documents are to be provided in the form of marked up floor plans or digital floorplans which show device and equipment locations, ratings, and rough-in requirements.
2. Technology services to the building will be coordinated by Owner.
3. Site lighting, site signage and site pedestals are not part of this project.

#### **Supplemental Services**

For the purposes of this proposal, Supplemental Services is defined as any service authorized by the Client and is to be performed by the Consultant which is not included in the above scope. The Client will be billed the additional design fee as agreed upon when the additional service is approved. Such supplemental services include, but not limited to:

#### *Civil*

1. Services related to application for permits, plan preparation, meetings, delineation and mitigation due to wetland encroachments.
2. Landscaping and Irrigation Design.
3. Land Surveying.

#### *Mechanical & Plumbing*

1. Design of in-floor or in-grade heating and cooling systems.
2. Design of geo-thermal heating and cooling systems.
3. Energy Modeling

#### *Electrical*

[24857-0001/4924294/1]



# DTE PROPOSAL

## Transportation Building Addition

1. Design of or incorporating emergency power systems such as a generator or UPS system.
2. Design services to feed the new building from an existing service.

### Common for all Disciplines

1. Design of or incorporating renewable energy sources, such as wind or solar power systems.
2. Making revisions in Drawings, Specifications, or other documents when such revisions are:
  - a) Required by the enactment or revisions of codes, laws or regulations after the preparation of such documents.
  - b) Due to changes because of Client or Owner failure to render decisions or deliver information in a timely manner.
3. Development of record or as-built documents.

### Reimbursable Expenses

Expenses for reimbursable items will be invoiced in addition to the fees outlined in this proposal. Such expenses may include, but are not limited to, mileage (at current federal rate), traveling expenses, parking, digital file transfers, plots, and creating copies of files and documents.

Thank you for giving us the opportunity to work with you on this project. If you have any questions or see a need for modifying the above services, please feel free to contact our office. When you find this proposal is acceptable, please sign and date the space below and return to our office.

Sincerely,

DESIGN TREE ENGINEERING & LAND SURVEYING

*Daniel Folsom*

Dan Folsom, PE  
President  
320.808.3811  
djf@dte-ls.com

### Acceptance of Proposal:

The total proposed fee amount of \$56,000 for building services and \$10,000 for surveying is accepted and I hereby authorize Design Tree Engineering to proceed with the proposed work contained in this proposal.

*Smirne Znuich*  
\_\_\_\_\_  
Signature

*Exec. Dir. Finance, Business Services*  
\_\_\_\_\_  
Title

*January 29, 2024*  
\_\_\_\_\_  
Date







December 4, 2023

Nathan Norton  
Senior Project Manager  
521 Charles Street, Suite 1  
Brainerd, MN 56401

**RE: Proposal for Architectural services for addition to ISD 709 Bus Garage**

Dear Nathan,

Thank you for this opportunity to submit to you this proposal for Architectural and Interior Design Services for the ISD 709 Projects. Our understanding of the project scope of work is as follows:

**Project Scope of Work:**

- The project scope for all disciplines includes the following:
  - Transportation
    1. Approximately 5,000 GSF ( 1 additional additional structural bay) to existing recently completed bus garage
    2. Similar shell construction as existing.
    3. Planned use – storage of smaller maintenance vehicles.
    4. Addition will be planned for future additional bus storage ( i.e. exterior OH doors similar to existing)
    5. Exterior salt storage slab ( to be coordinated with NCE Civil / Structural)
- Our services include Architectural Design. We do not include any other consulting services under our scope. We understand ICS will carry all other consultant services. Our work includes coordination with all disciplines as necessary and includes developing and managing the Revit Bim 360 model for access and use by all disciplines.
- We anticipate mostly virtual meetings using online meeting platforms but anticipate and include time for up to 3 meetings either on site or virtual during the SD-CD phases.
- We understand the schedule to be:
  - Drawings to be completed in anticipation of permitting in time for spring 2024 construction
- We anticipate being on site approximately every 2 weeks during construction with adjustments to that schedule as necessary.
- We understand any investigation and testing of hazardous materials to be coordinated by ICS if necessary.
- This proposal does not include work for furnishings, fixtures and equipment. If these services are desired we can provide a separate proposal.
- We include basic 3D renderings to be utilized for design understanding and approvals. If highly developed 3D renderings are needed for public presentation or marketing purposes we can provide that under an additional services proposal.

**Proposed FEE**

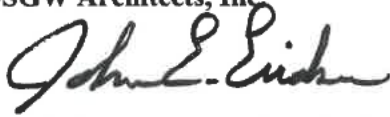
**\$25,000**

Upon your approval of this proposal, we understand you will provide for signature an AIA Owner/Architect Agreement to act as our Contract for this work. Additional services not detailed in this proposal may be negotiated for an additional fee. Reimbursable expenses will include printing and handling of documents, mileage, travel costs in support of the project in addition to what is indicated, and highly developed computer-generated renderings if requested or required. Services will be invoiced on a monthly basis equal to the level of completion of the scope of work. Invoices will be payable 15 days from receipt.

If you have any questions, please contact me at 218-727-2626 or email at [jerickson@dsgw.com](mailto:jerickson@dsgw.com). We thank you for the opportunity to present this proposal.

Sincerely,

**DSGW Architects, Inc**

A handwritten signature in black ink that reads "John E. Erickson". The signature is written in a cursive, flowing style.

John E. Erickson, AIA, LEED AP  
Architect , Principal

## 2023 Hourly Rate Schedule

	<b>RATE</b>
Managing Principal Architect	\$ 195.00
Principal Architect	\$ 165.00
Senior Architect	\$ 145.00
Architect	\$ 130.00
Design Professional	\$ 120.00
Intern Design Professional	\$ 100.00
Senior Project Manager	\$ 140.00
Project Manager	\$ 110.00
Specifications Manager	\$ 125.00
Design Technician	\$ 120.00
Principal Interior Designer	\$ 165.00
Senior Interior Designer	\$ 130.00
Interior Designer	\$ 110.00
Senior Project Coordinator/Technician	\$ 90.00
Project Coordinator	\$ 80.00
Administrative Support	\$ 70.00
<b>REIMBURSABLES</b>	
Mileage	IRS Rate + 15%
Travel Expenses	Cost + 15%
Outside Services	Cost + 15%
Shipping Charges	Cost + 15%
Reproductions (In-House):	
Black/White	\$ .20 / per sheet
Color	\$ 1.20 / per sheet
Large Format Document Printing:	
Black/White	\$ .40 / sq. ft.
Color	\$ 8.75 / sq. ft.
Archive Document Retrieval Fee	\$ 75.00
	As of October 2023

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### Section 1: Agreement

**1.1** Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

**1.2** The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

**1.3** In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

### Section 2: Our Responsibilities

**2.1** We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

**2.2** In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one-year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

**2.3** Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

**2.4** We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

**2.5** You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

### Section 3: Your Responsibilities

**3.1** You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

**3.2** You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

**3.3** You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

**3.4** You agree to include us as an indemnified party in your contracts, if any, for work by others on the project, protecting us to the same degree as you are protected. You agree to list us as an Additional Insured under your liability insurance policies and to require subrogation be waived against us and that we will be added as an Additional Insured on all policies of insurance, including any policies required of your contractors or subcontractors, covering any construction or development activities to be performed on the

[24857-0001/4924294/1]



project site.

#### **Section 4: Reports and Records**

**4.1** Unless you request otherwise, we will provide our report(s) in an electronic format.

**4.2** Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

**4.3** If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

**4.4** Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

#### **Section 5: Compensation**

**5.1** You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

**5.2** You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

**5.3** If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

**5.4** Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

**5.5** If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

**5.6** You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

**5.7** If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred accordingly.

**5.8** If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

**5.9** In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

#### **Section 6: Disputes, Damage, and Risk Allocation**

**6.1** Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

**6.2** *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or*

[24857-0001/4924294/1]





**held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.**

**6.3** The parties agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

**6.4** *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

**6.5** *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

**6.6** This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

**6.7** No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

#### **Section 7: General Indemnification**

**7.1** *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

**7.2** To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

#### **Section 8: Miscellaneous Provisions**

**8.1** The parties, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

**8.2** Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

**8.3** This Agreement may only be terminated upon written notice to the nonterminating party. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.





1104 Division St.  
Waite Park, MN 56387  
320-252-2323

Stock #: 5666X Date: 1-24-24 Salesperson: Bruno  
Buyer Name: (Last) ISD 709 (First) \_\_\_\_\_ (Middle) \_\_\_\_\_  
Co-Buyer Name: (Last) \_\_\_\_\_ (First) \_\_\_\_\_ (Middle) \_\_\_\_\_  
Address: 709 Portia Johnson Dr City: Duluth State: MN County: St. Louis Zip: 55811  
Home Phone: 218-220-0306 Bus Phone: Jeremy Buyer DOB: \_\_\_\_\_ Co-Buyer DOB: \_\_\_\_\_  
Buyer D.L. #: \_\_\_\_\_ Co-Buyer D.L. #: \_\_\_\_\_  
Buyers Insurance Co.: \_\_\_\_\_

PLEASE ENTER MY ORDER FOR: New  Used  Demo  Lienholder NONE Address \_\_\_\_\_

YEAR	14	MAKE	Chev	MODEL	Express	BODY	AWD Spass	TRANSMISSION	Auto	COLOR	Blue	INTERIOR	cloth
VIN #	1GN5HC45E1184647			LIC. #		TAB EXP. DATE		STATE		MILEAGE	37,427	DELIVERED ON OR ABOUT	
Buyer Email:							CASH PRICE OF VEHICLE	40888 00					
Co-Buyer Email:							FREIGHT						
<u>fully serviced</u>							DEALER INSTALLED OPTIONS						
							<u>w/ 30day, 10000mile warranty</u>						
							<u>2024 + 2026</u>						
							<u>Tax exempt plates</u>						
							TOTAL	40888 00					

<b>- TRADE-IN DATA</b>				REGISTRATION TAX	15 00	LESS TRADE-IN ALLOWANCE (-)	
YEAR	MAKE	MODEL	BODY STYLE	PLATE FEE	10 00	TRADE DIFFERENCE	40888 00
VIN #				PUBLIC SAFETY VEHICLE FEE	3 50		
LIEN HOLDER'S NAME				TRANSFER TAX	10 00	MOTOR VEHICLE SALES TAX	2811 05
ADDRESS				TITLE/TRANSFER FEE	8 25		
LICENSE PLATE #	LICENSE STATE	EXP. DATE		STATE/DEPUTY FILING FEE	20 00	SERVICE CONTRACT	
MILEAGE NOW	TRANSMISSION			LIEN RECORDING FEE		MAINTENANCE CONTRACT	
DOES YOUR TRADE-IN HAVE A BRANDED TITLE OR INSURANCE SALVAGE HISTORY? YES <input type="checkbox"/> NO <input type="checkbox"/>				WHEELAGE TAX		OTHER STATE & LOCAL SALES TAXES	
IS THE POLLUTION CONTROL EQUIPMENT ON YOUR TRADE-IN INTACT AND IN OPERATING CONDITION? YES <input type="checkbox"/> NO <input type="checkbox"/>				TRANSIT TAX			
<b>Dealer's Disclaimer of Warranty</b> Unless the vehicle is sold with a separate written dealer warranty or the dealer enters into a service contract with the buyer, the vehicle is sold "AS IS". Dealer expressly disclaims all warranties, either express or implied, including the implied warranties of merchantability and fitness for a particular purpose. The entire risk of the quality and performance of the vehicle is with the buyer. <b>Important: A manufacturer warranty may apply.</b>				Tech Fee x2	450	DOCUMENT ADMINISTRATION FEE	.9500
				NS Surcharge	1 00	OPTIONAL ELECTRONIC TRANSFER FEE	<del>72 25</del> 70 00
				TOTAL LICENSE & FEES		SUBTOTAL	43,866 30
						LESS AMOUNT SUBMITTED WITH ORDER (-)	
						PLUS BALANCE OWING TO LEINHOLDER ON TRADE IN (+)	
				<b>TOTAL AMOUNT DUE ON DELIVERY</b>			

The front and back of this CONTRACT comprise the entire CONTRACT affecting this purchase. The DEALER will not recognize any verbal agreement, or any other agreement or understanding of any nature. You certify that you are 18 years of age or older and acknowledge receiving a copy of this contract.

The terms of this CONTRACT were agreed upon and the CONTRACT signed in the dealership on the date noted at top of this form.

**IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.**

NOTICE OF SALESPERSON'S LIMITED AUTHORITY. This contract is not valid unless signed and accepted by Sales Manager or Officer of Dealership.

*Immo Zurch*





1104 Division St.  
Waite Park, MN 56387  
320-252-2323

Stock #: 5660 X Date: 1-24-24 Salesperson: Brim  
 Buyer Name: (Last) ISP 709 (First) \_\_\_\_\_ (Middle) \_\_\_\_\_  
 Co-Buyer Name: (Last) \_\_\_\_\_ (First) \_\_\_\_\_ (Middle) \_\_\_\_\_  
 Address: 709 Portia Johnson Dr City: Duluth State: MN County: St. Louis Zip: 5581  
 Home Phone: 218-220-0306 (Jeremy) Buyer DOB: \_\_\_\_\_ Co-Buyer DOB: \_\_\_\_\_  
 Buyer D.L. #: \_\_\_\_\_ Co-Buyer D.L. #: \_\_\_\_\_  
 Buyers Insurance Co.: \_\_\_\_\_

PLEASE ENTER MY ORDER FOR: New  Used  Demo  Lienholder NONE Address \_\_\_\_\_

YEAR	MAKE	MODEL	BODY	TRANSMISSION	COLOR	INTERIOR
<u>14</u>	<u>Chev</u>	<u>Express</u>	<u>8 PASS AWD</u>	<u>Auto</u>	<u>Blue</u>	<u>cloth</u>
VIN #	LIC. #		TAB EXP. DATE	STATE	MILEAGE	DELIVERED ON OR ABOUT
<u>1GN5HCF42E1184993</u>				<u>MN</u>	<u>29,023</u>	
Buyer Email:	CASH PRICE OF VEHICLE				<u>41899 00</u>	
Co-Buyer Email:	FREIGHT					
<u>Fully Serviced</u>	DEALER INSTALLED OPTIONS					
				<u>w/ 30 day, 1,000 mile warranty</u>		
				<u>2024 + 2026</u>		
				<u>TAX Exempt Plates</u>		
				TOTAL		<u>41899 00</u>
				REGISTRATION TAX	<u>15 00</u>	LESS TRADE-IN ALLOWANCE (-)
				PLATE FEE	<u>10 00</u>	TRADE DIFFERENCE
				PUBLIC SAFETY VEHICLE FEE	<u>350</u>	<u>41899 00</u>
				TRANSFER TAX	<u>10 00</u>	MOTOR VEHICLE SALES TAX
				TITLE/TRANSFER FEE	<u>8 25</u>	<u>2880 56</u>
				STATE/DEPUTY FILING FEE	<u>20 00</u>	SERVICE CONTRACT
				LIEN RECORDING FEE	<u>—</u>	MAINTENANCE CONTRACT
				WHEELAGE TAX		OTHER STATE & LOCAL SALES TAXES
				TRANSIT TAX	<u>—</u>	
				<u>Tech Fee x2</u>	<u>4 25</u>	DOCUMENT ADMINISTRATION FEE
				<u>V8 Surcharge</u>	<u>1 00</u>	OPTIONAL ELECTRONIC TRANSFER FEE
				TOTAL LICENSE & FEES		<u>95 00</u>
						<u>—</u>
						<u>72 25</u>
						<u>44,946 81</u>
						LESS AMOUNT SUBMITTED WITH ORDER (-)
						PLUS BALANCE OWING TO LEINHOLDER ON TRADE IN (+)
				<b>TOTAL AMOUNT DUE ON DELIVERY</b>		

**TRADE-IN DATA**

YEAR	MAKE	MODEL	BODY STYLE
VIN #			
LIEN HOLDER'S NAME			
ADDRESS			
LICENSE PLATE #	LICENSE STATE	EXP. DATE	
MILEAGE NOW	TRANSMISSION		
DOES YOUR TRADE-IN HAVE A BRANDED TITLE OR INSURANCE SALVAGE HISTORY? YES <input type="checkbox"/> NO <input type="checkbox"/>			
IS THE POLLUTION CONTROL EQUIPMENT ON YOUR TRADE-IN INTACT AND IN OPERATING CONDITION? YES <input type="checkbox"/> NO <input type="checkbox"/>			

**Dealer's Disclaimer of Warranty**

Unless the vehicle is sold with a separate written dealer warranty or the dealer enters into a service contract with the buyer, the vehicle is sold "AS IS". Dealer expressly disclaims all warranties, either express or implied, including the implied warranties of merchantability and fitness for a particular purpose. The entire risk of the quality and performance of the vehicle is with the buyer.

Important: A manufacturer warranty may apply.

The front and back of this CONTRACT comprise the entire CONTRACT affecting this purchase. The DEALER will not recognize any verbal agreement, or any other agreement or understanding of any nature. You certify that you are 18 years of age or older and acknowledge receiving a copy of this contract.

The terms of this CONTRACT were agreed upon and the CONTRACT signed in the dealership on the date noted at top of this form.

**IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.**

NOTICE OF SALESPERSON'S LIMITED AUTHORITY. This contract is not valid unless signed and accepted by Sales Manager or Officer of Dealership.

*Summe Zurch*



# UNITED BUS SALES

Phone: 612-868-7181

Fax: 763-263-0806

16676 197th Ave. NW Suite B

Big Lake, MN 55309

STOCK NUMBER:		DATE:		SALESPERSON: Randy Johnson		
BUYER NAME: (Last)			(First)		(Middle)	
COMPANY NAME: Duluth Public Schools ISD #709				FEDERAL ID #: 41-6003776		
ADDRESS: 709 Portia Johnson Drive		CITY: Duluth	STATE: MN	COUNTY: St Louis	55811	
PHONE: 218-336-8700	FAX:	PRIVATE BUYER D.O.B		PRIVATE CO-BUYER D.O.B		
CELL:	OTHER:	E-MAIL ADDRESS: Jeremy Kasapidis <jeremy.kasapidis@isd709.org>				
LIEN HOLDER: None		ADDRESS:				
PLEASE ENTER MY ORDER: NEW		USEDXXX		BUYERS INSURANCE CO: Indiana Ins. Co.		
BUYERS POLICY NUMBER: AS2251293670013		INSURANCE EXPIRATION DATE: 1-Aug-24				
YEAR	MAKE	MODEL	BODY TYPE	COLOR	FUEL TYPE	REGISTERED WEIGHT
2020	IC	CE	CON	Y	D	29800
VIN: see below		LIC. #/PLATE TYPE	GVWR	CAPACITY	MILEAGE	DELIVERED ON/ABOUT
		TE	29,800	77		P/U OR DEL DEL
DOT#			CASH PRICE OF VEHICLE			
TRADES: NONE						
			3411U - 2020 IC CE 77 Pass			
			4DRBUC8P4LB043888		90,820.00	
			3412U 2020 IC CE 77 Pass			
			4DRBUC8P6LB043889		90,820.00	
<b>TRADE-IN INFORMATION</b>						
YEAR	MAKE	MODEL	BODY TYPE			
VIN#: NA			TOTAL 181,640.00			
			Registration Tax	30.00	less Trade-In/Allowance (-)	0.00
			Plate Fee	20.00	Trade Difference	181,640.00
LIC PLATE#:			Public Safety Fee	7.00	EXCISE TAX ST LOUIS COUNTY	40.00
MILEAGE:			Transfer Tax	20.00	DMV Surcharge	2.00
Does your trade-in have a brand title or Insurance Salvage History? <input type="checkbox"/> YES <input type="checkbox"/> NO			Title/Transfer Fee	16.50	Motor Vehicle Sales Tax	12,487.76
Is the pollution control equipment on your trade-in intact and operating condition? <input type="checkbox"/> YES <input type="checkbox"/> NO			State/Deputy Filing Fee	40.00	Service Contract	
			Lien Recording Fee		Document/Admin Fees	400.00
			Tech Surcharge	9.00	Handicap Options	
			<b>TOTAL LICENSE AND FEES</b>			142.50
<b>Dealer's Disclaimer of Warranty</b>			<b>SUBTOTAL</b>			
Unless the vehicle is sold with a separate written dealer warranty or the dealer enters into a service contract with the buyer, the vehicle is sold "AS-IS". Dealer expressly disclaims all warranties, either express or implied, including the implied warranties of merchantability and fitness for a particular purpose. The entire risk of the quality and performance of the vehicle is with the buyer. <b>Important: A manufacturer warranty may apply</b>			Less Amount Submitted with Order(-)			
			Plus Balance Owing to Lienholder on Trade in +			
			<b>TOTAL AMOUNT DUE ON DELIVERY</b>			194,712.26

The front and back of this CONTRACT comprise the entire CONTRACT affecting this purchase. The DEALER will not recognize any verbal agreement, or any other agreement or understanding of any nature. You certify that you are 18 years of age, or older, and acknowledge receiving a copy of this contract.

The terms of this CONTRACT were agreed upon and the contract signed in the dealership on the dated noted at top of this form.

Notice of salesperson's limited authority. This contract is not valid unless signed and accepted by Sales Manager or Officer of the Dealership.

Accepted: \_\_\_\_\_  
Dealer's Signature

**IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.**

X

*Smime Zunic*  
Buyer's Signature Accepting Terms of Contract

03E 013 760 733 548 000



Please acknowledge, by initialing, you have read & agree to the "Additional Terms and Conditions"

#### ADDITIONAL TERMS AND CONDITIONS OF THIS VEHICLE PURCHASE CONTRACT

- 1 **Definitions:** As used in this CONTRACT, "YOU" or "YOUR" means the buyer and co-buyer. "I", "ME", or "MY" means the seller or dealer. "VEHICLE" means the car, truck, or the other vehicle described on the front of this CONTRACT including all the options listed. "Manufacturer" means the company which makes the VEHICLE. "Trade-In" means the vehicle that YOU trade to ME in partial payment of the VEHICLE.
- 2 **Purpose:** By signing the CONTRACT, YOU agree to buy the VEHICLE from ME. By accepting this CONTRACT, I agree to deliver the VEHICLE to YOU if the VEHICLE is in my inventory. If the VEHICLE is not in my inventory, I agree to order if from the Manufacturer. After receiving the VEHICLE from the manufacturer, I agree to deliver the VEHICLE to YOU.
- 3 **Price Changes by the Manufacturer:** The VEHICLE price stated on the front of this CONTRACT is based on the current price the Manufacturer charges ME. At any time before I receive the VEHICLE, the Manufacturer has the right to raise the price it charges ME. If the Manufacturer does raise the price, I may raise the price to YOU by the same amount. If I do raise MY price, YOU may cancel the CONTRACT and get back any down payment YOU have made. If I have not already sold the Trade-In (see Paragraph 4), YOU may have the Trade-In back by paying ME the reasonable cost of storage and any repair work or reconditioning I may have done.
- 4 **Trade-In:** If YOU are using a Trade-In to partially pay for the VEHICLE, YOU may deliver the Trade-In to ME either when YOU sign this CONTRACT or when the VEHICLE is delivered to YOU. If YOU do not deliver the Trade-In to ME when YOU sign this CONTRACT, YOU agree that at the time YOU deliver the Trade-In, I may reinspect the Trade-In and lower the allowance stated on the front of this CONTRACT. If I do lower the allowance, YOU may cancel this CONTRACT and get back your cash down payment. If YOU deliver the Trade-In when YOU sign this CONTRACT, I may sell the Trade-In at any time and at any price I think proper. If this CONTRACT is cancelled and I have already sold the Trade-In, I will pay YOU the price I received for the Trade-In minus 15% commission, minus any money I spent repairing, storing, insuring, or advertising the Trade-In, unless otherwise require by law.  
When YOU deliver the Trade-In to ME, YOU guarantee that YOU own the Trade-In free and clear and agree to furnish proper proof of ownership, including the Certificate of Title. If any outstanding security interests are attached to the Trade-In vehicle, YOU are obligated to satisfy the debt secured and to obtain a release of all liens. If I arrange payment of the debt, and the total amount is greater than the amount shown on this CONTRACT as the balance owing to lienholder, YOU agree to pay the difference to ME in cash immediately upon notice of the deficiency. If the debt is less than the amount shown, I will refund the surplus to YOU.
- 5 **YOUR Refusal to Take Delivery:** Unless YOU cancelled this CONTRACT under paragraphs 3 or 4, I will retain the cash down payment YOU gave ME as an offset to MY damages if YOU refuse to complete the purchase. YOU are also responsible for any other damages which I may incur as a result of YOUR failure to perform YOUR obligations under the terms of this CONTRACT. If YOU have delivered the Trade-In to ME and YOU signed this CONTRACT, I may retain the Trade-In and sell it to reimburse MYSELF for the expenses of repairing, storing, or reconditioning the Trade-In and for other expenses or losses I may incur as a result of YOU failed to perform YOUR obligations under this CONTRACT.
- 6 **Design Changes by the Manufacturer:** The Manufacturer has the right to change the design of the VEHICLE, its chassis, its parts or accessories at any time without notice to YOU or to ME. In the event of a change in design, I have no duty to YOU except to deliver the VEHICLE as made by the manufacturer.
- 7 **Delays In Delivery:** I am not responsible for delays in delivery caused by the Manufacturer, or by accidents, fires, or other causes beyond MY control. I do not control the Manufacturer and am not part of the Manufacturer and do not work for the Manufacturer.
- 8 **Taxes:** The price of the VEHICLE does not include Federal or State taxes or any other tax or government fee. YOU must pay ME the proper amount of any tax or government fee which applies to this sale.
- 9 **Pollution Control Certification:** I certify to the best of MY knowledge that the pollution control system on the VEHICLE including the restricted gasoline pipe has not been revised, altered or rendered inoperative.
- 10 **New VEHICLE Disclaimer of Warranties:** if YOU are buying a new VEHICLE, the VEHICLE will come with a Manufacturer's warranty which is a promise from the Manufacturer directly to YOU. Unless otherwise agreed in a separate document (see paragraph 12 below), I expressly disclaim all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. I sell the VEHICLE "AS IS" and make no guarantees of any kind about the VEHICLE's quality or performance. YOU have complete responsibility and all the risk for any problems with the VEHICLE.
- 11 **Used VEHICLE Disclaimer of Warranties:** Except as may be provided in the Buyer's Guide Window Form and a separate warranty document (see paragraph 12 below), if YOU are purchasing a used VEHICLE, I expressly disclaim all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. I see the VEHICLE "AS IS" and make no guarantees of any kind about the VEHICLE's quality of performance. YOU have complete responsibility and all the risk for any problems with the VEHICLE. I do not guarantee that the VEHICLE will pass an exhaust emissions inspection
- 12 **Dealer Warranty Service Contract:** If I give a warranty on a used VEHICLE or YOU purchase an extended service contract on a new or used VEHICLE, I may not disclaim implied warranties of merchantability or fitness for a particular purpose.
- 13 **Used VEHICLE Window Sticker Form:** If YOU are purchasing a used VEHICLE or a demonstrator, the information YOU see on the window form for this VEHICLE is part of this CONTRACT. Information on the window form overrides any contrary provisions in the CONTRACT of sale.

# UNITED BUS SALES

Phone: 612-868-7181  
Fax: 763-263-0806

16676 197th Ave. NW Suite B  
Big Lake, MN 55309

STOCK NUMBER:		DATE:		SALESPERSON: Randy Johnson		
BUYER NAME: (Last)			(First)		(Middle)	
COMPANY NAME: Duluth Public Schools ISD #709				FEDERAL ID #:		
ADDRESS: 709 Portia Johnson Drive		CITY: Duluth	STATE: MN	COUNTY: St Louis	55811	
PHONE: 218-336-8700	FAX:	PRIVATE BUYER D.O.B		PRIVATE CO-BUYER D.O.B		
CELL:	OTHER:	E-MAIL ADDRESS: Jeremy Kasapidis <jeremy.kasapidis@isd709.org>				
LIEN HOLDER: None		ADDRESS:				
PLEASE ENTER MY ORDER: NEW USEDXXX		BUYERS INSURANCE CO: Indiana Ins. Co.				
BUYERS POLICY NUMBER: AS2251293670013		INSURANCE EXPIRATION DATE: 1-Aug-24				
YEAR	MAKE	MODEL	BODY TYPE	COLOR	FUEL TYPE	REGISTERED WEIGHT
2015	IC	CE	CON	Y	D	29,800
VIN: 4DRBUC8P8FB625688		LIC. #/PLATE TYPE: TE	GVWR: 29,800	CAPACITY: 77	MILEAGE:	DELIVERED ON/ABOUT: P/U OR DEI DEL
DOT#		CASH PRICE OF VEHICLE				
TRADES: NONE						
		2015 IC CE 77 PASSENGER - 3317U				
		4DRBUC8P8FB625688				\$60,000.00
		PENDING CUSTOMER APPROVAL				
<b>TRADE-IN INFORMATION</b>						
YEAR	MAKE	MODEL	BODY TYPE			
VIN#: NA						TOTAL 60000.0000
		Registration Tax	15	less Trade-In/Allowance (-)		0
		Plate Fee	10	Trade Difference		\$60,000.00
LIC PLATE#:	STATE:	Public Safety Fee	3.5			
MILEAGE:	EXP:	Transfer Tax	10	DMV Surcharge		1
Does your trade-in have a brand title or Insurance Salvage History? <input type="checkbox"/> YES <input type="checkbox"/> NO		Title/Transfer Fee	8.25	Motor Vehicle Sales Tax		4125
Is the pollution control equipment on your trade-in intact and operating condition? <input type="checkbox"/> YES <input type="checkbox"/> NO		State/Deputy Filing Fee	20	Service Contract		
		Lien Recording Fee		Document/Admin Fees		200
		Tech Surcharge	4.5	Handicap Options		
		<b>TOTAL LICENSE AND FEES</b>				71.25
		<b>DEALER'S DISCLAIMER OF WARRANTY</b>				<b>SUBTOTAL</b>
		Unless the vehicle is sold with a separate written dealer warranty or the dealer enters into a service contract with the buyer, the vehicle is sold "AS-IS". Dealer expressly disclaims all warranties, either express or implied, including the implied warranties of merchantability and fitness for a particular purpose. The entire risk of the quality and performance of the vehicle is with the buyer. <b>Important: A manufacturer warranty may apply</b>				Less Amount Submitted with Order(-)
						Plus Balance Owing to Lienholder on Trade in +
		<b>TOTAL AMOUNT DUE ON DELIVERY</b>				<b>\$64,397.25</b>

The front and back of this CONTRACT comprise the entire CONTRACT affecting this purchase. The DEALER will not recognize any verbal agreement, or any other agreement or understanding of any nature. You certify that you are 18 years of age, or older, and acknowledge receiving a copy of this contract.

The terms of this CONTRACT were agreed upon and the contract signed in the dealership on the dated noted at top of this form.

Notice of salesperson's limited authority. This contract is not valid unless signed and accepted by Sales Manager or Officer of the Dealership.

Accepted: \_\_\_\_\_  
Dealer's Signature

**IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.**

X \_\_\_\_\_  
Buyer's Signature Accepting Terms of Contract

*Simone Znuich* 1/16/24

## CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 31st day of January, 2024

### BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND -

Marshall School

OF THE SECOND PART

### Background:

- A. Independent School District No. 709 and Marshall School (the "Parties") entered into the contract (the "Contract") dated May 24, 2023, for the purpose of Completion of Pupil Transportation reporting to MDE.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
- C. This Agreement is the first amendment to the Contract.

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

### Amendments

1. The Contract is amended as follows:
  - a. Reimbursement. Original reimbursement was not to exceed \$26,000.00. This amendment would increase the not to exceed amount to \$32,896.80.

### No Other Change

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

### Miscellaneous Terms

3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the





## AGREEMENT

**THIS AGREEMENT**, made and entered into this 10th day of October, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Johanna Cummins, 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:** *27 hours of professional development training*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of ~~June 24th, 2024~~ and shall remain in effect until ~~June 28th, 2024~~, 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.**

*Facilitating SEED professional development training for 20-25 ISD709 staff members on the following:*

- *indigeneity and two-spirit persons*
- *racism; race and culture studies*
- *ethnocentrism vs holism*
- *monolingualism; English-first language and how to meet various language needs in schools*
- *inequity and inequality in education*
- *classism; class and housing, socioeconomics*
- *sexuality and gender studies; sexism, phobias, transgenderism*
- *allyship and creating a safe, welcoming space*
- *ageism; students with physical disabilities and/or neurodivergence*
- *religious discrimination*
- *reflection on -isms and their systemic relevance within education/within ISD 709/within Denfeld*

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

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

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

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$2500 in total.

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

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

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

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

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

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

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

business license fees as required.

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Nate Smith, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 1809 N 17th St, Superior, WI 54880.

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

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

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

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

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

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

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



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

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


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

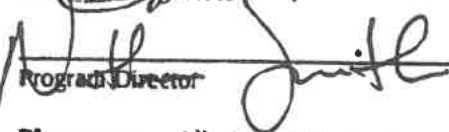
18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

Scanned Documents

**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 EMERGENCY ID #14051 12/22/23  
SSN/Tax ID Number Date

  
 Program Director 1-9-24  
Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).


**Please check the appropriate line below:**

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	640	313	305	315
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding

  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 1-9-24  
Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 10th day of October, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Johanna Cummins, 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:** *27 hours of professional development training*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of ~~January 30th, 2024~~ and shall remain in effect until ~~May 21st, 2024~~, 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.

*27 hours of facilitating SEED professional development training for 20-25 ISD709 staff members on the following:*

- *indigeneity and two-spirit persons*
- *racism; race and culture studies*
- *ethnocentrism vs holism*
- *monolingualism; English-first language and how to meet various language needs in schools*
- *inequity and inequality in education*
- *classism; class and housing, socioeconomics*
- *sexuality and gender studies; sexism, phobias, transgenderism*
- *allyship and creating a safe, welcoming space*
- *ageism; students with physical disabilities and/or neurodivergence*
- *religious discrimination*
- *reflection on -isms and their systemic relevance within education and within ISD 709*

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

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

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

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$2500 in total.

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

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

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

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

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

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

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

business license fees as required.

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Nate Smith, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 1809 N 17th St, Superior, WI 54880 .

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

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

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

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

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

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

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

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

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

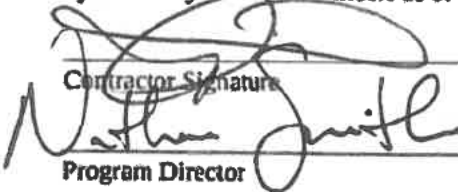
**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**



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 \_\_\_\_\_ EMPLOYEE ID #14051 \_\_\_\_\_ 12/22/23 \_\_\_\_\_  
 SSN/Tax ID Number \_\_\_\_\_ Date  
 Program Director \_\_\_\_\_ 1-9-24 \_\_\_\_\_  
 Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

**Please check the appropriate line below:**

\_\_\_\_\_ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	640	313	305	315
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

\_\_\_\_\_ Check if the contract is a no-cost contract such as a Memorandum of Understanding

  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair \_\_\_\_\_ 1-9-24 \_\_\_\_\_  
 Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 18 day of April, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Community School Collaborative , an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 9/1/2023 and shall remain in effect until 6/30/2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** The Duluth Community School Collaborative will provide after school and summer programming to students at Myers-Wilkins Elementary. Programming will provide safe, nurturing, and enriching experiences designed to build students' academic, creative, and life skills. The Duluth Community School Collaborative will also support opportunities for Myers-Wilkins students and their families to connect to community resources.

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

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

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$15,000 in total.

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



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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Nate Smith , 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

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 Duluth Community School

Collaborative, 32 East 1st St. Suite 202, Duluth, MN 55802 ATTN: Kelsey Gantzer, Executive Director.

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

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

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

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

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

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

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

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



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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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 \_\_\_\_\_ 41-2002724 \_\_\_\_\_ 10/24/2023 \_\_\_\_\_  
 SSN/Tax ID Number Date  
  
 Program Director \_\_\_\_\_ 1-31-23 \_\_\_\_\_  
 Date

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

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

**Please check the appropriate line below:**

X Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	540	203	313	305	324
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

\_\_\_\_\_ Check if the contract is a no-cost contract such as a Memorandum of Understanding

  
 CFO / Superintendent of Schools / Board Chair \_\_\_\_\_ 2/6/24 \_\_\_\_\_  
 Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 23 day of January, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and London Goode, an independent contractor, hereinafter called Contractor.

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

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

**1. Dates of Service.** This Agreement shall be deemed to be effective as of 1/23/2024 and shall remain in effect until 6/30/2024, 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.**

#### Planning and Coordination:

The contractor will strategize and plan events that align with the objectives of the district affinity groups. This includes coordination of logistics, securing venues, and ensuring the execution of planned activities.

#### Co-Facilitation of Affinity Group Events:

The contracted individual will actively participate in the facilitation of affinity group events. This involves engaging participants, fostering a collaborative environment, and ensuring that the objectives of each event are met effectively.

#### Communication:

Effective communication is paramount to the success of district affinity groups. The contractor will support clear and consistent communication channels, disseminating relevant information, and fostering an open dialogue among group members.

#### Reporting and Evaluation:

The contracted party will share feedback from affinity group events and any other pertinent information that contributes to the evaluation of program success.

#### Flexibility and Adaptability:

The contractor will demonstrate flexibility and adaptability to evolving needs. This may involve adjusting strategies based on feedback, exploring innovative approaches, and proactively addressing challenges that may arise during the course of the contract.

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

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

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

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

**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 \$40 hourly and \$1600 in total.

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

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

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

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

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

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

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

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn:Nate Smith, 709 Portia Johnson Drive, Duluth, MN 55811.

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 London Goode, 2234 Ensign St Duluth, MN 55811.

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

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

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

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

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

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

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

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

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


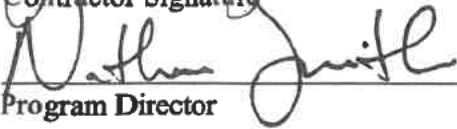
**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**



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

  
 Contractor Signature \_\_\_\_\_ SSN/Tax ID Number \_\_\_\_\_ Date 2/6/2024  
  
 Program Director \_\_\_\_\_ Date 2-7-24

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.


- This contract is funded by either:**
1. The following budget (include full 18 digit code); or
  2. will be paid using Student Activity Funds; or
  3. is no cost contract (e.g. Memorandum of Understanding).

**Please check the appropriate line below:**

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	605	313	305	311
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds  
 Check if the contract is a no-cost contract such as a Memorandum of Understanding

  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair \_\_\_\_\_ Date 2/8/24

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 1st day of February , 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Christopher Davila, 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 February 1st , 2024, and shall remain in effect until June 1, 2024 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.** Liang-pi Yang. Guest-Facilitator for Chinese New Year The contractor will provide facilitated presentations to students at Laura MacArthur elementary school. Teaching the history and importance of Chinese culture.
3. **Background Check .** N/A

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 \$50 per hour-long session for its services and expenses in performing said obligations up to a sum not to exceed \$1000.00. 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, 709 Portia Johnson Drive Duluth, MN 55811. 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: Liang-pi Yang , 2107 Ponderosa. Duluth Mn 55811

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

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

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and

provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

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

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

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

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

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

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

**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for 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.

*Louis -mi Goy*  
Contractor Signature

[REDACTED]  
SSN/ Tax Identification Number

*1/29/2024*  
Date

*Nathan Smith*  
Program Director

*2-7-24*  
Date

*Ermine Znuich*  
Director of Business Service / Superintendent of Schools

*2/8/24*  
Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 22 day of December 19 , 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and Aya Nakajima 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:** Schedule 8 classroom lessons between the dates of January 22-May 24. Schedule 1 family event per building as the showcase/goodbye.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 2, 2024 and shall remain in effect until May 31, 2024 , 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.**

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

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

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

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

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 in performing said obligations up to a sum not to exceed up to ten hours or \$1000 in artist fees.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth Preschool , 709 Portia Johnson Drive, Room 209, Duluth, MN 55811.

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 Aya Nakajima 221 N 25th Ave E 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:



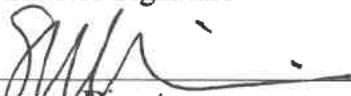
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

  
 Contractor Signature \_\_\_\_\_ SSN/Tax ID Number  Date 1/11/2024  
  
 Program Director \_\_\_\_\_ Date 1.11.24

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

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).


**Please check the appropriate line below:**

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

04	E	005	579	285	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

\_\_\_\_\_ Check if the contract is a no-cost contract such as a Memorandum of Understanding

  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair \_\_\_\_\_ Date 1/23/24

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 22 day of December 19 , 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and Jesse Switters 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:** Schedule 8 classroom lessons between the dates of January 22-May 24. Schedule 1 family event per building as the showcase/goodbye.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 2, 2024 and shall remain in effect until May 31, 2024 , 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.**

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

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

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

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

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 in performing said obligations up to a sum not to exceed up to ten hours or \$1000 in artist fees.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth Preschool , 709 Portia Johnson Drive, Room 209, Duluth, MN 55811.

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 Jesse Switters 1101 N 7th Ave E Duluth, MN 55805.

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

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

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

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

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

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

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

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

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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**



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

  
Contractor Signature \_\_\_\_\_ SSN/Tax ID Number \_\_\_\_\_ Date 1/22/24

  
Program Director \_\_\_\_\_ Date 1.23.24

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

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

**Please check the appropriate line below:**

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

04	E	005	579	285	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

\_\_\_\_\_ Check if the contract is a no-cost contract such as a Memorandum of Understanding

  
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair \_\_\_\_\_ Date 1/23/24

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 16 day of December, 2024 , by and between Independent School District #709, a public corporation, hereinafter called District, and Tiffany Fenner 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:** Schedule 8 classroom lessons between the dates of January 22-May 24. Schedule 1 family event per building as the showcase/goodbye.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 2, 2024 and shall remain in effect until May 31, 2024 , 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.**

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

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

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

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

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 in performing said obligations up to a sum not to exceed up to ten hours or \$1000 in artist fees.

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

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

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

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

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

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

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

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth Preschool , 709 Portia Johnson Drive, Room 209, Duluth, MN 55811.

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 Tiffany Fenner PO Box 17370 Lot #1718 Saint Paul, MN 55117.

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

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

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

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

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

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

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

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

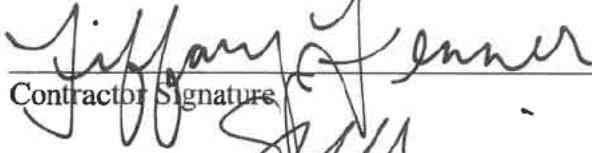

**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

  
 Contractor Signature \_\_\_\_\_ SSN/Tax ID Number \_\_\_\_\_ Date 1/16/24  
  
 Program Director \_\_\_\_\_ Date 1.23.24

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

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

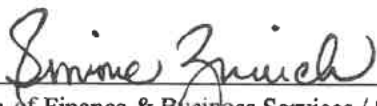
**Please check the appropriate line below:**

\_\_\_\_\_ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

04	E	005	579	285	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

\_\_\_\_\_ Check if the contract is a no-cost contract such as a Memorandum of Understanding

  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair \_\_\_\_\_ Date 1/23/24

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 22 day of December 19 , 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and Moira Villiard 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:** Schedule 8 classroom lessons between the dates of January 22-May 24. Schedule 1 family event per building as the showcase/goodbye.

**1. Dates of Service.** This Agreement shall be deemed to be effective as of January 2, 2024 and shall remain in effect until May 31, 2024 , 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.**

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

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

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

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

**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 in performing said obligations up to a sum not to exceed up to ten hours or \$1000 in artist fees.

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.

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

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

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth Preschool , 709 Portia Johnson Drive, Room 209, Duluth, MN 55811.

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 Moira Villiard 315 N Lake Ave #403 Duluth, MN 55806.

Page 2 of 5 Last Updated: 8/18/2022

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.

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

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

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

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

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

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

**Please check the appropriate line below:**

\_\_\_\_\_ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

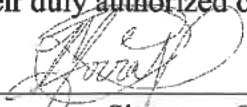
04	E	005 579 285 305	000
XX	X	XXX XXX XXX XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

\_\_\_\_\_ Check if the contract is a no-cost contract such as a Memorandum of Understanding

*Samine Zunic* 1/23/24 Exec.  
Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

**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.

 \_\_\_\_\_ 1/11/2024  
Contractor Signature SSN/Tax ID Number Date

 \_\_\_\_\_ 1.23.24  
Program Director Date

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

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 22 day of December 19 , 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and Michelle Defoe 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:** Schedule 8 classroom lessons between the dates of January 22-May 24. Schedule 1 family event per building as the showcase/goodbye.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 2, 2024 and shall remain in effect until May 31, 2024 , 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.**

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

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

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

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

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 in performing said obligations up to a sum not to exceed up to ten hours or \$1000 in artist fees.

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

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

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

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

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

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

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

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth Preschool , 709 Portia Johnson Drive, Room 209, Duluth, MN 55811.

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 Michelle Defoe 8935 Edward St Duluth, MN 55808.



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

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

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

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

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

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

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

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

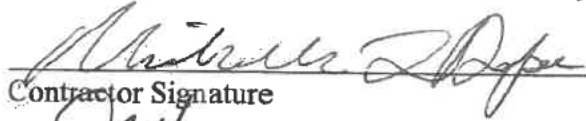

**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

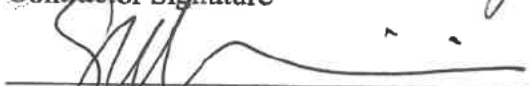
**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

  
 Contractor Signature
   
 SSN/Tax ID Number
 1-31-2024  
 Date

  
 Program Director
 2-5-24  
 Date

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

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).


**Please check the appropriate line below:**

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

04	E	005	579	285	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding

  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair
 2/8/24  
 Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 22 day of January 30 , 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Becky VanRiper 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:** The contractor will provide a painting class for the Duluth Head Start staff. The fee will include all supplies needed.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 30, 2024 and shall remain in effect until January 31, 2024 , 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.** *painting supplies/painting class Duluth Preschool*

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

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

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

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

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 \$400 in artist fees.

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

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

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

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

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

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

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

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth Preschool , 709 Portia Johnson Drive, Room 209, Duluth, MN 55811.

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 Becky VanRiper 964 85th Ave West Duluth, MN 55808.

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

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

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

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

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

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

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

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

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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**



**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.

Becky VanLiper \_\_\_\_\_ 1/31/24  
 Contractor Signature SSN/Tax ID Number Date  
[Signature] \_\_\_\_\_ 2-5-24  
 Program Director Date

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

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

**Please check the appropriate line below:**

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

04	E	005	579	285	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding

Ernie Zwick \_\_\_\_\_ 2/8/24  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

## CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 23rd day of January, 2023

**BETWEEN:**

Independent School District No. 709  
**OF THE FIRST PART**  
- AND -

Lincoln Park Children and Families Collaborative  
**OF THE SECOND PART**

### **Background:**

- A. Independent School District No. 709 and Lincoln Park Children and Families Collaborative (the "Parties") entered into the contract (the "Contract") dated October 2, 2023, for the purpose of Preschool planning as required by a student IEP.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
- C. This Agreement is the first amendment to the Contract.

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

### **Amendments**

1. The Contract is amended as follows:
  - a. Reimbursement. Original reimbursement was not to exceed \$320.00 per month at 2 days per week and \$2880.00 in total. This amendment would increase reimbursement not to exceed \$400.00 per month and \$3,000.00 in total.
  - b. Performance. Original performance was not to exceed a total of 64 days (attending 2 days per week): Tuesday and Thursday. This amendment would increase the total number of days to not exceed 66 days (attending 2 days per week. Tuesday and Thursday.

### **No Other Change**

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

**Miscellaneous Terms**

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

**Governing Law**

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

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

Contractor Signature	SSN or EIN	Date
		1/25/24
Program Director		Date

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

**This contract is funded by either (1) the following budget (include full 18-digit code), (2) will be paid using Student Activity Funds or (3) is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:**

\_\_\_\_\_ Check if the contract will be paid using District funds and enter the budget code in the top line below.

01	E	005	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

\_\_\_\_\_ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Imine Zunic  
CFO/Superintendent of Schools/Board Chair

1-25-24  
Date

J Broadwell  
Executive Director; LPCFC

1-31-24

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 2nd day of October, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Lincoln Park Children and Family Collaborative, an independent contractor, hereinafter called Contractor.

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

**The terms and conditions of this Agreement are as follows:**

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 18, 2023 and shall remain in effect until May 31, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

Whereas the AGENCY is duly qualified to perform these services for an integrated preschool program as determined by the student's IEP team.

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (2 days per week) Tuesday and Thursday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 2424 W 5th Street, Suite 10 and Suite 108, Duluth, MN 55806.

The approximate date the service will begin is September 18, 2023 and shall not extend beyond May 31, 2024; the contract not to exceed a total of 64 Days (attending 2 days per week. The District will pay 2 days per week @ \$320.00 per month).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 709 Portia Johnson Dr., Duluth, MN 55811 on the 15th of each month for the preceding month.

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

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

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

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

**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 \$320.00 monthly and \$2,880.00 in total.

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

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

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

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

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

**8. Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained

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

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

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 709 Portia Johnson Drive, Duluth, MN 55811. Invoices may be emailed directly to [ap.vendor@isd709.org](mailto:ap.vendor@isd709.org).

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 Lincoln Park Children and Families Collaborative at 2424 W 5th Street, Suite 10 and Suite 108, Duluth, MN 55806.

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

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

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

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

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

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

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

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

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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**



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.

J Broadwell      27-4996487      10-5-23  
 Contractor Signature      SSN/Tax ID Number      Date  
Jasmin      LPCFC      10/3/23  
 Program Director      Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

**Please check the appropriate line below:**

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

\_\_\_\_\_ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Ermine Zunic      10/4/23  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair      Date