



Myer Wilkins. Chiller repairs. 9.19.24  
 Quote Prepared by Tyler Arezzo  
 10/02/2024



# PROPOSAL

## Account Information

**Bill To:** INDEPENDENT SCHOOL DISTRICT 709  
 ATTN CHRIS STOFFEL 709 PORTIA JOHNSON DR  
 DULUTH MN  
 USA 55811

**Quote Reference Number:** 1-1PLVMK5Q

**Project Name:** Myer Wilkins. Chiller repairs. 9.19.24

**Site:** MYERS WILKINS ELEMENTARY  
 1027 N 8TH AVE E  
 DULUTH MN 55805-1427

**Branch Info:** JOHNSON CONTROLS DULUTH MN CB - 0N51

**Attn:** Jeremy DeGraef

## Customer Information

**Name:** Jeremy DeGraef

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval By Johnson Controls, Inc. Milwaukee, WI.

We propose to furnish the materials and/or perform the work below for the not to exceed price of: \$26,842.00

This proposal is valid through: 10/31/2024

**INDEPENDENT SCHOOL DISTRICT 709**

**Johnson Controls Inc.**

Signature: *Simone Zunic*  
 Name: *Simone Zunic*  
 Title: *Exec. Dir. Business Services*  
 Date: *10.2.24*  
 PO: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

### Benefits/Scope of Work:

Johnson Controls proposes to provide the labor and material to perform a dry out process on Circuit 1 on the YLAA 0156 chiller.

#### INCLUDED:

- 1.Recover and properly recycle the contaminated refrigerant.
- 2.Remove and properly recycle contaminated refrigerant oil.
- 3.Provide and install additional access ports needed for the process.
- 4.Provide compressor oil and fill to specification.
- 5.Provide new refrigerant and charge to specification.
- 6.JCI will contract an out of state vendor to perform the dry out process.
- 7.JCI will perform a start up process and provide a report to the customer upon completion.

#### EXCLUSIONS:

- 1.The chiller will be completely shut down for the duration of the repair.
- 2.Proposed are the best methods available to JCI to provide a dry system upon completion, further complications and premature failures are always possible but not likely.
- 3.Labor or materials not specifically described above are excluded from this proposal.
- 4.Unless otherwise stated, any, and all overtime is excluded from this proposal.
- 5.Applicable taxes or special freight charges are excluded from this proposal.

**CUSTOMER ACCEPTANCE:**

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Total sell price is contingent upon the following billing and payment terms: For most Agreements where the proposal amount exceeds \$5,000 (USD or CAD as applicable), Customer agrees to pay Johnson Controls an upfront deposit of 30% or more due NET 30 from date of invoice. Alternatively, for Agreements where the proposal price exceeds \$5,000 Customer may pay Johnson Controls in full NET 10 from date of invoice in exchange for an immediate 2% discount on the total sale price. Johnson Controls is not required to commence work until any agreed to advance payments are received. If Customer is unwilling to agree to either option above for proposals exceeding \$5,000 (if presented), please advise your Johnson Controls representative immediately and a new, repriced proposal will need to be issued to Customer. All invoices will be delivered via email and paid via ACH/EFT bank transfer, with payment due NET 30 (unless Customer has made full payment NET 10 in exchange for a 2% discount). Johnson Controls' ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that Seller is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:  NO: This signed contract satisfies requirement

YES: Please reference this PO Number:  
\_\_\_\_\_

AR Invoices are accepted via e-mail:  YES: E-mail address to be used:  
\_\_\_\_\_

NO: Please submit invoices via mail

NO: Please submit via \_\_\_\_\_

**(IMPORTANT):** "JCI" or "Johnson Controls" shall mean Johnson Controls, Inc. for work performed in the U.S.A. and Johnson Controls Canada LP for work performed in Canada. These terms and conditions are an integral part of JCI's offer and form the basis of any agreement (the "Agreement") resulting from JCI's proposal for the goods and/or services described. All work is to be performed Monday through Friday during normal JCI business hours unless otherwise noted, and JCI is authorized to proceed with the work; subject, however, to credit approval by JCI.

**TERMS AND CONDITIONS**

By accepting this proposal, Customer agrees to be bound by the following terms and conditions:

**1. SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. Disinfecting of chiller condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this Agreement. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JCI, shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Customer agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge JCI for any costs or expenses without JCI's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this Agreement, JCI's obligations under this Agreement expressly exclude any language or provision of the Agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by JCI and shall not operate to compel JCI to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without JCI's express written consent.

**2. INVOICE AND PAYMENTS.** JCI may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. As set forth in JCI's proposal, Customer shall pay JCI an advance payment which shall be credited against the final payment (but not any progress payment) due hereunder. Unless otherwise agreed to by the parties, payment is due to JCI upon Customer's receipt of JCI's invoice. Such payment is a condition precedent to JCI's obligation to perform any work under this Agreement. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. If JCI consents to payment by credit card in lieu of EFT/ACH, JCI may charge additional fees. Invoicing disputes must be identified by Customer in writing within 21 days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution of such dispute. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice; it is material to JCI and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate

permitted under applicable law, until payment is made in full. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JCI's efforts to collect payment, Customer shall immediately notify JCI in writing and explain the basis of the dispute. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received.

**3. MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

**4. EQUIPMENT WARRANTY.** JCI warrants that equipment manufactured or labeled by JCI shall be free from defects in material and workmanship arising from normal usage for a period of one year. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by JCI, such as suggestions as to design use and suitability of the equipment and products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that JCI is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of the equipment and products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by JCI are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment and products.

**5. LIMITED WARRANTY.** JCI warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF

EQUIPMENT OR THE PERFORMANCE OF SERVICES. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

**6. LIABILITY.** To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to you or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, consequential, punitive, or indirect damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings, or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this proposal for all damages, losses, and causes of action (whether in contract, tort (including negligence), or otherwise) shall be limited to the amounts payable to JCI hereunder.

**7. FAR.** JCI supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, JCI will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

**8. TAXES.** The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Customer shall pay, in addition to the stated price, all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Customer with any tax payment certificate upon request and after completion and acceptance of the work.

**9. DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond JCI's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Customer, Owner, or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

**10. COMPLIANCE WITH LAWS.** JCI shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Customer.

**11. PRICING.** JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. Prices for products covered by this Agreement may be adjusted by JCI, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of JCI's proposal or quotation, to reflect any increase in JCI's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements. This Agreement is entered into with the understanding that the services to be provided by JCI are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by JCI, JCI reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates.

**12. DISPUTES.** JCI shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Customers located in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For Customers located in Canada, the laws of Ontario shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, JCI and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by JCI, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. If JCI prevails in any collection action. Buyer will pay all of JCI's reasonable collection costs (including legal fees and expenses). Except as provided below, no claim or

cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

**13. INSURANCE.** Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

**14. INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.

**15. CUSTOMER RESPONSIBILITIES.** Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**16. FORCE MAJUERE:** JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

**17. SAFETY, HEALTH AND HAZARDOUS MATERIALS.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site. ACM /Hazardous Materials: Customer shall supply JCI with any information in its possession relating to the presence of asbestos-containing materials ("ACM") or hazardous materials at any of its facilities where JCI's undertakes any Work or Services that may result in the disturbance of ACM or hazardous materials. JCI shall not be responsible for abatement and/or removal and disposal of hazardous materials or ACM. If either Customer or JCI becomes aware of or suspects the presence of ACM or hazardous materials that may be disturbed by JCI's Work or Services, JCI shall immediately stop all work until such ACM or hazardous or unsafe condition is rectified by Owner and Owner so notifies JCI in writing that work can safely be resumed, based on test conducted by a licensed testing organization. Timetables for delivery of JCI's products or services and the contract price shall be adjusted appropriately for any associated delay.

**18. ONE-YEAR CLAIMS LIMITATION.** No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

**19. DIGITAL ENABLED SERVICES.; DATA.** If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. Customer consents to and grants JCI right to collect, ingest and use such data to enable JCI and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JCI products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JCI secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ JCI software and related equipment installed at Customer facilities and JCI cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

**20. JCI DIGITAL SOLUTIONS.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at [www.johnsoncontrols.com/techterms](http://www.johnsoncontrols.com/techterms) (collectively, the "Software Terms"). Specifically, the JCI General EULA set forth at [www.johnsoncontrols.com/buildings/legal/digital/generaleula](http://www.johnsoncontrols.com/buildings/legal/digital/generaleula) governs access to and use of software installed on Customer's premises or systems and the JCI Terms of Service set forth at [www.johnsoncontrols.com/buildings/legal/digital/generaltos](http://www.johnsoncontrols.com/buildings/legal/digital/generaltos) govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription

fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

**21. Privacy. JCI as Processor:** Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) ("DPA") shall apply. **JCI as Controller:** JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

**22. ASSIGNMENT.** This Agreement is not assignable by the Customer except upon written consent of JCI first being obtained. JCI shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

**23. TERMINATION.** If JCI's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the JCI or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the services, JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if JCI's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

**24. ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

**25. CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.



## CHANGE ORDER

<b>Project Name:</b>	INDEPENDENT SCHOOL DISTRICT 709-2024.03-Staff Aug	<b>Contact Person:</b> Dave Donarski +1 (847) 465-6000 davedon@cdwg.com
<b>Customer Name:</b>	Duluth Independent School District No. 709 (MN)	
<b>CDW Affiliate:</b>	CDW Government, LLC	
<b>Effective Date:</b>	September 10, 2024	<b>Digital Velocity BDM:</b> Nate Faust
<b>Change ID:</b>	124505 - 01	

This change order (“**Change Order**” or “**CO**”) is made and entered into effect on September 10, 2024 (the “**Effective Date**”) by and between the undersigned, CDW Government, LLC (“**Seller**” and “**we**”), and Duluth Independent School District No. 709 (MN) (“**Customer**” and “**you**”), and amends that certain Statement of Work between the parties, made effective March 27, 2024, for INDEPENDENT SCHOOL DISTRICT 709-2024.03-Staff Aug (“**Statement of Work**” or “**SOW**”).

In the event of a conflict between the terms of the Statement of Work and the terms of this Change Order, the terms of this Change Order shall prevail. Except as expressly modified by this Change Order, all terms of the Statement of Work shall remain in full force and effect.

### CHANGE DESCRIPTION

This Change Order modifies the SOW and any previous Change Orders. The changes are detailed below:

This Change Order adds a third Consulting Engineer to the project. All references and requirements throughout the SOW shall include this Consulting Engineer #3 at a Unit Rate of \$200 and 50 Billable Units, as shown in Table 1.

TABLE 1 – SERVICES FEES

Unit Type	Unit Rate	Billable Units	Subtotal
Consulting Engineer #3 – Per Hour	\$200.00	50	\$10,000.00
<b>Estimated Totals</b>			<b>\$10,000.00</b>

(Signatures on Following Page)

Budget Code: 01E 012 108 000 305 000

SIGNATURES

In acknowledgement that the parties below have read and understood this Change Order and agree to be bound by it, each party has caused this Change Order to be signed and transferred by its respective authorized representative.

**CDW Government, LLC**

**Duluth Independent School District No. 709  
(MN)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: Simone Zunic  
Name: Simone Zunic  
Title: Exec Dir of BS Services  
Date: Sept 12, 2024



## ENTERPRISE AND PUBLIC VIDEOPHONE REGISTRATION

In May 2019, the Federal Communications Commission (FCC) passed a rule that requires the registration of all enterprise and public videophones and devices. Sorenson hopes the information below helps you understand this new requirement.

### **What do enterprise and public phone customers need to do now?**

Registration will require very little from Sorenson customers. We already have most of the required registration information. We will primarily need our customers' assistance in identifying the "responsible individual" at each organization, business, or agency who is responsible for the account.

### **What does it mean to be the "responsible individual"?**

The FCC requires that all VRS providers obtain two signed agreements from their enterprise and public phone customers. The "responsible individual" must sign these agreements. The first agreement states that the responsible individual will provide consent for the VRS provider to submit information about the customer's endpoints to the TRS Administrator. The type of information VRS providers must submit is described below. The second agreement is a certification from the responsible individual stating that the organization, business, or agency will ensure that only individuals with a hearing or speech disability will use the videophone for VRS. Hearing users who know sign language can still use endpoints for non-VRS "point-to-point" calls.

### **What must a company do to ensure that only individuals with a hearing or speech disability use the videophone for Video Relay Service?**

The organization, business, or agency must make "reasonable efforts" to ensure only people with a hearing or speech disability are permitted to use the videophone for VRS. There are no prescribed steps that must be taken, and reasonable efforts may vary by entity, potential users, and locations of videophones. The FCC indicates, however, that reasonable efforts could include maintaining a copy of the user's request, maintaining a list of users, and requiring individuals to provide proof of their registration for VRS when requesting to use a videophone.

### **When do VRS providers need to start registering enterprise and public videophones?**

VRS providers will be notified when the TRS Administrator is ready to accept registrations. Providers will then have a 120-day period within which to submit the required registration information. To ensure the timely registration of our customers, Sorenson representatives will proactively contact our enterprise and public phone customers to verify the "responsible individual" from each organization.

### **What is an "enterprise videophone" versus a "public videophone"?**

The FCC defines "enterprise videophones" and "public videophones" differently. An "enterprise videophone" is a videophone maintained by a business, organization, or government agency that is used by employees or other individuals in private or restricted areas. For example, this could be a videophone used at a reception desk or in a private office. A "public videophone" is a videophone maintained by a business, organization, or government agency that is available for use by the public in a public space. For example, this could be a videophone in an airport, library, or hospital lobby.

## What registration information will Sorenson submit to the TRS Administrator?

The FCC rule requires all VRS providers submit the following registration information:

1. Name of the VRS provider
2. Videophone's phone number
3. Name and physical address of organization/business where the videophone is located
4. Emergency 911 address, if different than the organization's physical address
5. The date Sorenson initiated service to the videophone
6. The name, title, and contact information of the individual associated with the organization, business, or agency who is responsible for the videophone ("responsible individual")
7. Signed certification from the responsible individual stating the person understands the function of the videophone and understands the cost of VRS calls is financed by the federally-regulated Interstate TRS Fund. The certification also states the responsible individual will make reasonable efforts to ensure only people with a hearing or speech disability are permitted to use the phone for VRS.
8. Whether the phone is assigned to a hearing individual who knows sign language
9. For enterprise phones only, the specific type of location where the videophone is placed within the business, organization, or agency - for example, a reception desk, common work area, or private office
10. Consent from the responsible individual permitting Sorenson to provide the above information to the TRS Administrator

## What information does Sorenson need from customers?

In the near term, a Sorenson representative will reach out to customers to obtain and verify the contact information for the responsible individual who will sign the certification (No. 7 above) and the consent (No. 10 above). For videophones and devices that constitute "enterprise videophones," Sorenson will also need to obtain information regarding the "location type" of each videophone. We will provide additional guidance in the future about how we will collect that information.

## What will happen if an enterprise customer does not sign the required agreements?

Only enterprise and public phones that are registered will be set up to use VRS. Because this is a rule required by the FCC, if the business, organization, or agency does not sign the required agreements or provide the required information, all videophones and devices (and their associated ten-digit numbers) will be disabled.

## Whom do I contact for more information?

- FCC information
  - <https://www.fcc.gov/general/trs-user-registration-database-faqs-asl-video>
  - Videophone: 1-844-432-2275
  - Voice: 1-888-225-5322 (1-888-CALL-FCC)
  - Email: [DRO@fcc.gov](mailto:DRO@fcc.gov)
- Sorenson Relay Enterprise Team
  - [enterprise@sorenson.com](mailto:enterprise@sorenson.com)

## ENTERPRISE AND PUBLIC VIDEOPHONE URD CONSENT

To ensure the proper administration of the Telecommunication Relay Services (TRS) program, the Federal Communications Commission (FCC) requires all Video Relay Service (VRS) providers to collect and submit specific data to the TRS User Registration Database (TRS-URD). The following account information will be submitted to the database and made available for review by the FCC, the TRS Fund Administrator, their respective agents, and any person or entity designated by them for access to the database:

- Name of VRS provider
- Ten-digit number assigned to the videophone(s)
- Name of organization, business, agency, or other entity
- Physical address of the entity
- 911 address for the videophone(s), if different than physical address
- Whether the videophone is designated as an enterprise or public videophone
  - If an enterprise videophone, the type of location where the videophone is located within the organization, business, agency, or other entity (i.e., reception desk, other work area, private workspace, private room in long-term care facility, other restricted area).
- Date of service initiation to the videophone(s)
- Name of individual responsible for the videophone(s)
- The date of and a digital copy of the signed certification from the individual responsible for the videophone(s) stating such person understands the function of the videophone(s) and that the cost of VRS calls made on the videophone(s) is financed by the federally-regulated Interstate TRS Fund
- Whether the videophone is assigned to a hearing individual who knows sign language

On behalf of [entity name] \_\_\_\_\_

**Independent School District 709** \_\_\_\_\_ ("Entity"),

I, [first and last name], **Simone Zunich** \_\_\_\_\_ hereby consent to Sorenson sharing with the TRS-URD the registration information described above for all existing videophones located at Entity's facilities and any videophones installed at Entity's facilities after the date of this consent and acknowledge that failure to give this consent will result in denial of service to the videophone(s).

*Simone Zunich*

Simone Zunich (Sep 13, 2024 08:55 CDT)

**Signature**

**Simone Zunich**

**Name**

**218-336-8704**

**Telephone**

**simone.zunich@isd709.org 09/13/2024**

**Email**

**Date**

Please email completed documents directly to: [enterprise@sorenson.com](mailto:enterprise@sorenson.com)

## ENTERPRISE AND PUBLIC VIDEOPHONE CERTIFICATION

My name is [first name last name] Simone Zunich, and I am the individual responsible for overseeing the Sorenson VRS videophone(s) assigned to [entity name] Independent School District 709

(hereinafter "Entity"). I will be responsible for any additional Sorenson VRS videophone(s) installed at Entity following the date of this certification.

I understand the functions of the videophone(s) and that the federally regulated Interstate TRS Fund finances the cost of VRS calls made on the videophone(s). Entity will make reasonable efforts to ensure that only persons with a hearing or speech disability are permitted to use the videophone(s) for VRS. Entity will make these efforts even if I am no longer the person responsible for the Sorenson videophone(s). Entity acknowledges it is solely responsible for notifying Sorenson of any changes to the person responsible for the Sorenson videophone(s) or the location of the videophone(s) and will do so immediately upon any changes taking effect.

Simone Zunich

Simone Zunich (Sep 13, 2024 08:55 CDT)

**Signature**

Simone Zunich

**Name**

218-336-8704

**Telephone**

simone.zunich@isd709.org 09/13/2024

**Email**

**Date**

Please email completed documents directly to: [enterprise@sorenson.com](mailto:enterprise@sorenson.com)

**Many Rivers Montessori**  
Guidelines for  
**TRANSPORTATION REIMBURSEMENT**  
2024-2025

1. Each parent is to submit an initial odometer reading from home to school. ISD 709 will determine Maximum Mileage allowed based on District Transportation Routing Software. Initial request should include your school's calendar for the year.
2. ISD 709 Transportation Department will complete the "Invoice/Reimbursement Form" (Form 3000) for each month. Please submit your information monthly, to include mileage and days attended for each family, listing all students in the family. Reimbursement is calculated by:

$$\underline{\hspace{2cm}} \text{ days } \times \underline{\hspace{2cm}} \text{ miles } \times \text{ 38 Cents per mile } = \text{ reimbursement.}$$

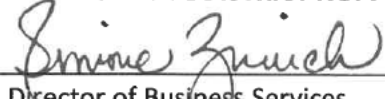
*(One round trip from home to school)*

3. Email "DRIVING REIMBURSEMENT REQUEST FORM" to the Transportation Department. A check will be sent to your school in 3-4 weeks from the date received at the Transportation Department.
4. Reimbursement is per family when Duluth Public Schools is in session and only for their mileage. Carpool mileage should not be submitted. For the 2024-2025 school year one family reimbursement is a maximum of \$346.00.
5. All reimbursement claims must be received at ISD 709 by June 6, 2025.

**SCHOOL NAME**

BY \_\_\_\_\_  
Its Director

**INDEPENDENT SCHOOL DISTRICT NO. 709**

BY  \_\_\_\_\_  
Director of Business Services

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 19 day of August , 2024 , by and between Independent School District #709, a public corporation, hereinafter called District, and Anna Schneider, 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:** facilitate LETRs sessions.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 1, 2024 and shall remain in effect until June 30, 2025 , 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.** *Communicate, prepare and present LETRs training;*

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 \$250.00 per facilitated session.

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

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

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
- c. You are prohibited from working with the district more than 14 hours in any given week or more than 67 work days in a year.

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:Lora Thurston , 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) or by email at [anna.schneider12@gmail.com](mailto:anna.schneider12@gmail.com)

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.

Anna Schneider [Redacted] 9/10/24

Contractor Signature Lora Thurston SSN/Tax ID Number \_\_\_\_\_ Date 9/5/24

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).

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

01	E	005	640	000	185	154
XX	X	XXX	XXX	XXX	XXX	XXX

Simone Zuel \_\_\_\_\_ 9/12/24  
 Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair Date



# Center for **Safe & Resilient** Schools and Workplaces

## Consulting Services Agreement

**THIS AGREEMENT** is entered into as of September 1, 2024 by and between **Center for Safe and Resilient Schools and Workplaces ("CSR")** having its principal place of business at 11847 Gorham Ave. #216 Los Angeles, CA 90049 and Duluth Public Schools ISD 709 ("ISD709"), having its principal place of business at 709 Portia Johnson Drive Duluth, MN 55811.

### **SECTION 1: Services to be Performed**

CENTER FOR SAFE AND RESILIENT SCHOOLS AND WORKPLACES (CSR) will perform the following tasks:

- CSR will conduct one live in-person training for up to 20 trainees in Support for Students Exposed to Trauma (SSET) in Spring of 2025. The initial day of training (6 hours) will be held on February 24, 2025 and the remaining 3 hours will be held virtually. The training is \$6000 for 9 hours of instruction.
- Estimated travel expenses not to exceed \$2,000. \$1,200 will be paid upfront to cover initial expenses. Any additional travel expenses will be itemized and invoiced following the completion of the February 24, 2025 training date. The remaining expenses will remain under \$800 not to exceed the \$2000 allotted total.

## SECTION 2: Independent Contractor

All employees of CSR shall be deemed employees of CSR for all purposes and CSR alone shall be responsible for their work, personal conduct, direction, and compensation. CSR acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of ISD709. CSR is retained by ISD709 only for the purposes and to the extent set forth in this Agreement, and its relationship to ISD709 shall, during the periods of its services hereunder, be that of an independent contractor. CSR shall not be considered as having employee status and shall not be entitled to participate in any of ISD709 workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, CSR, its officers, its employees and/or agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by ISD709. CSR agrees that this Agreement does not confer benefits of any nature whatsoever upon it other than payment for services provided herein. CSR shall not assert any claim for additional employment benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. CSR shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between ISD709 and its employees.

## SECTION 3: Non-Disclosure Statement

During the course of carrying out contracted activities, CSR may have access that is (i) related to ISD709 and/or its employees, agents, trustees, or vendors past, present, or future curricula, research, development or business activities and proprietary products, materials, services, or technical knowledge, (ii) related to ISD709 proprietary and/or educational services or operations, and (iii) regarded as confidential by v (collectively the "Confidential Information"). All information received by CSR in connection with contracted activities shall be deemed Confidential Information unless ISD709 advises CSR otherwise, in writing. In connection therewith, the following subsections shall apply:

- a. The Confidential information may be used by CSR only to assist ISD709 in connection with contractual activities;
- b. CSR will protect the confidentiality of the Confidential Information. Access to the Confidential Information shall be restricted to CSR and CSR shall not disclose Confidential Information to any third party;
- c. The Confidential Information may not be copied or reproduced without ISD709 prior written consent;
- d. Unless otherwise expressly authorized in writing by ISD709, all Confidential Information made available to CSR, including copies thereof, shall be returned to ISD709 upon the first to occur of (i) termination of this Agreement or (ii) by request of ISD709. If any such Confidential Information is stated in electronic form, it also shall be deleted by CSR in a manner that it cannot be retrieved; and
- e. Nothing in this Agreement shall prohibit or limit CSR's use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodology) (i) previously known to it, (ii) independently developed by it, (iii) excluding participating schools, acquired by it from a third party which is not, to CSR's knowledge, under an obligation to ISD709 not to disclose such information, or (iv) which is or becomes publicly available through no breach by CSR of this Agreement.
- f. Moreover, all work produced by CSR under this agreement is to be used by ISD709. Documents, reports, or any other materials may not be shared with outside parties, without the expressed written consent of CSR.
- g. The parties further agree that the terms and conditions set forth in this SECTION THREE shall survive the expiration and/or termination of this Agreement.

## SECTION 4: HIPAA

Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

## SECTION 5: FERPA

Pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g, *et seq.* ("FERPA"), no student's education records or personally identifiable information contained therein other than "directory information", as defined by 20 USC 1232g(a)(5), may be disclosed by CSR to any third party without the prior express written consent of the student's parent or guardian, unless otherwise explicitly permitted by law.

## SECTION 6: Terms of Payment

As compensation for performance hereunder, ISD709 shall pay CSR a price not to exceed \$ 8,000 for all work performed pursuant to this Agreement ISD709 agrees to pay monthly invoices.

## SECTION 7: Limitation on Delegation of Services

CSR shall not delegate any part of its services, duties, obligations, or responsibilities under this Agreement to a third party without ISD709 expressed written consent.

## SECTION 8: Representations

CSR represents that all services under this Agreement shall be provided by qualified individuals of good character. CSR represents that, to the best of its knowledge, information, and belief, no individuals providing services under this Agreement are currently charged, nor in the past have been charged, with any crime against a minor child.

In the event that any agent or employee of CSR providing services under this Agreement is arrested or charged with a crime against a minor child. CSR shall immediately notify ISD709.

## SECTION 9: Control of Work

CSR, as an independent contractor, retains the sole and exclusive right to control or direct the manner or means by which the work assigned by ISD709 and described herein is to be performed.

## SECTION 10: No Authority to Bend the Consortium

CSR, as an independent contractor, is not an agent of ISD709 or the participating schools and has no authority to enter into contracts or agreements on behalf of ISD709 or the participating schools.

## **SECTION 11: Compliance with Law**

CSR shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations.

## **SECTION 12: Anti-Assignment**

CSR shall not assign, transfer or convey any of its rights or obligations under this Agreement without the prior written consent of ISD709.

## **SECTION 13: Provision of Termination**

In the event that either party hereto commits any breach of or default in any of the terms or conditions of this Contract, and fails to remedy such default or breach within thirty (30) days after receipt of written notice thereof from the other party hereto, the party giving notice may, at its option terminate this Contract by sending notice of termination in writing to the other party to such effect, and such termination will be effective as of the date of the receipt of such notice of termination. At that time, the Agency will give to the Administrative Agent all the information it has collected in the performance of its duties and will charge the Administrative Agent only the expenses incurred as of the date that the notice of termination is delivered.

## **SECTION 14: Non-waiver for Breach**

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any such subsequent breach.

## **SECTION 15: Severability**

If any term, provision, covenant or condition of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition shall remain in full force and effect.

## **SECTION 16: Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

## **SECTION 17: Authority to Enter Agreement**

Each person executing this Agreement warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the parties hereto.

## **SECTION 18: No Prior Agreements**

This Agreement and its incorporated attachments constitutes the full and complete Agreement between ISD709 and CSR, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.

## SECTION 19: Agreement Construction

This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

## SECTION 20: Authority to Enter Agreement

The undersigned representative of CSR hereby represents and warrants that the undersigned is an officer, director, or agent of CSR with full legal rights, power and authority to enter into this Agreement on behalf of CSR and bind CSR with respect to the obligations enforceable against CSR in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed his Agreement on the day and year first written.

**SITE NAME:** Duluth Public Schools ISD 709

*Simone Zinich*  
*Business Services Director* 9-24-24

By: *Anthony Bui* Date: *9/19/24*  
Title: *Assistant Superintendent*

**Center for Safe & Resilient Schools and Workplaces**

By: Pamela Vona  
Title: Chief Operating Officer  
11847 Gorham Ave. #216  
Los Angeles CA, 90049  
TIN: 84-3817351

Date:



*Budget Code*

*01 E 005 748 499 305 000*

[www.traumaawareschools.org](http://www.traumaawareschools.org)

# INVOICE

Center for Safe and Resilient  
Schools and Workplace  
11847 Gorham Ave. #216  
Los Angeles, CA 90049

info@safeandresilient.org  
+1 (323) 484-6808  
www.safeandresilient.org



## Center for Safe & Resilient Schools and Workplaces

### Bill to

Duluth Public Schools ISD 709  
709 Portia Johnson Drive  
Duluth, MN 55811

### Ship to

Duluth Public Schools ISD 709

### Invoice details

Invoice no.: CSR24-176  
Terms: Net 30  
Invoice date: 09/17/2024  
Due date: 10/17/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		<b>SSET Training</b>	in-person SSET training to be held 2/24/25	1	\$6,000.00	\$6,000.00
2.		<b>Travel</b>	Initial travel expenses. Any additional expense to be invoiced following 2/24/25 (not to exceed \$2000 total travel)	1	\$1,200.00	\$1,200.00

**Total**

**\$7,200.00**

### Ways to pay

BANK

Pay invoice

*Budget Code*

*01 E 005 740 499 305 000*

### View invoice online

Scan code or go to the link below to view the invoice online

[View invoice](#)





**Company Address:**  
11720 Plaza America Dr., 9th Floor,  
Reston, VA 20190

**Prepared By:** Kristen Randolph  
**Phone:**  
**Email:** krandolph@k12.com

**Quote #:** Q-93953-1  
**Created Date:** 8/15/2024  
**Expiration Date:** 9/26/2024  
**Start Date:** 9/19/2024  
**End Date:** 9/1/2025  
**Contact Name:** Joseph Zwak  
**Phone:** 2182699674  
**Email:** joseph.zwak@isd709.org

**Bill To:**  
Duluth Public School District  
215 N 1st Ave E  
Duluth, MN 55802

**Ship To:**  
Duluth Public School District  
215 N 1st Ave E  
Duluth, MN 55802-2069

QTY	Product	Description	Unit Price	Total Price
300	Learning Hub Course Seat License	License for enrollment in one student in one course. This license is reusable. Includes content and hosting. Materials are ordered separately.	\$114.60	\$34,380.00

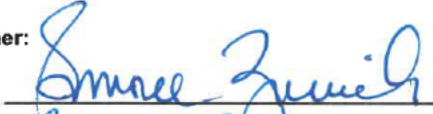
**Note: The price quoted above represents the pro-rated cost of the ordered Educational Products and Services. Upon renewal, such products and services will be offered at the full annual rate.**

**FuelEd reserves the right to replace or substitute any product offerings set forth in this Order for another similar product or service, subject to availability.**

This Sales Quote incorporates and is in all respects subject to the Fuel Education Online Educational Products and Services Agreement Terms (the "Terms") that is published at <https://stridelearning.com/learning-solutions/products-and-services-agreement-terms.html> . This Sales Quote is valid for 30 days. In the event of a conflict of provisions between this Order, the Terms, and customers purchase order, the provisions of this Order shall control, followed in precedence by the Terms, and then customers purchase order.

**Accepted by Customer:**

Signature:

  
Name (Print): Simone Zurich

Date:

9-24-24

Title:

Exec. Dir. Business Services

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 18th day of September, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Minnesota Education Equity Partnership, 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:** Minnesota Education Equity Partnership (MnEEP), will provide the Keynote Speaker and six (6) breakout sessions for Professional Development at Denfeld High School on October 14, 2024. Three facilitators will be available to present on the topics below:

*Keynote - Educational Equity and Excellence,*

*Breakouts - Identity and Frame of Reference, Looking at Organizational Culture for Educational Equity and Excellence, Equity is Good Teaching and Good Teaching is Equity, The State of Students of Color and American Indian Students: A dive into 5 case studies, How Culture Supports Learning.*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of October 14, 2024 and shall remain in effect until October 14, 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 Professional Development Day will be held at Denfeld High School, 401 N 44th Ave W, Duluth, MN 55807 on October 14, 2024. Minnesota Education Equity Partnership will provide a team of facilitators who will work with Duluth Public Schools Staff to advance racial justice and educational excellence for Minnesota's students. This will be done through offering six (6) breakout sessions and a keynote speaker. This agreement will include the cost of travel and facilitators through the day.

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 \$5000 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: Ann Marie Schilling, Staff Development Coordinator, 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 Minnesota Education Equity Partnership, 2223 University Ave W. Suite 220, St. Paul, MN 55114.

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.

Contractor Signature

*Carlos Mariani Rosa*

SSN/Tax ID Number

41-1699505

Date

09/19/2024

Program Director

*[Handwritten Signature]*

9/20/24

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).

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

01	E	005	640	316	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

*[Handwritten Signature]*

9-25-24

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

Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 30th day of August, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and CW Transportation Services, 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 Tuesday, September 3, 2024 and shall remain in effect until September 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.** Transportation Services as needed by the school district for a student with a manual wheelchair and a school nurse from the front circle drive of Denfeld High School (401 N 44th Ave W, Duluth, MN) at 2:50 pm Monday thru Friday to the students home at 228 E Gilead Street, Duluth, MN.

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 \$75.00 per day and \$1,500.00 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.

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 1619 Broadway Street, 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.

\_\_\_\_\_  
9/16/24

**Contractor Signature** **SSN/Tax ID Number** **Date**

\_\_\_\_\_  
9/10/24

**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).

\_\_\_\_\_ 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

03	E	013	760	723	360	000
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_  
9-12-24

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



## ACCOUNT SERVICES CONTRACT

This ACCOUNT SERVICES CONTRACT (the "Agreement") is made and entered into and effective on Sep 12, 2024 by and between EDU Healthcare, LLC, a North Carolina limited liability company ("EDU HEALTHCARE") and DULUTH PUBLIC SCHOOL DISTRICT, "Account" located at 709 Portia Johnson Dr Duluth, MN 55811

(Collectively referred to as "Parties")

### 1. INTRODUCTION

EDU HEALTHCARE is a workforce solutions provider engaged in the business of recruiting, staffing, placing, and managing providers of occupational, speech, physical, and psychological therapy, audiology, nursing care, and related health care services (the "Services"). Account desires EDU HEALTHCARE to supply one or more of its staff members ("Provider") to render such services to the students ("Students") of Account. To that end, the Parties enter into this Agreement:

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained, EDU HEALTHCARE and Account hereto intending to be legally bound, agree as follows:

### 2. TERM AND TERMINATION

This Agreement shall continue for a term outlined in Schedule A, subject to the provisions contained in this section. This Agreement may be terminated due to 1) Death or disability of the Provider assigned to Account. For these purposes, "disability" means a physical or mental impairment that prevents the performance of essential job functions, with or without accommodation; 2) Termination of the at-will employment relationship between EDU HEALTHCARE and the Provider, which prevents the rendering of Services to the Account's Students; 3) By EDU HEALTHCARE for a material breach of this Agreement. For these purposes, a material breach can include, but is not limited to, the Account's failure to pay invoices in a timely fashion and the reasonable belief by EDU HEALTHCARE that the Account is violating any federal or state anti-discrimination or workplace law or regulation after EDU HEALTHCARE has put Account on notice of its concern and the Account has failed to correct the perceived violation promptly. 4) By Account upon thirty (30) days prior written notice for Cause. For purposes of this Agreement, the term "Cause" shall mean acts or a willful failure to act by Provider or Providers that results in providing poor Services to Account's Students. Account shall immediately inform EDU HEALTHCARE and submit written documentation when such an act occurs. When this Agreement is terminated per Section 2, any unsatisfied obligation that arose before the termination date shall survive the termination until satisfied.

### 3. RENEWAL

This Agreement shall automatically renew at the end of the term, outlined in Schedule A of this Agreement, for successive one (1) year terms unless either Party provides a written notice at least thirty (30) days before the end of the term or renewal term, as applicable, of such Party's decision not to automatically renew this Agreement.

### 4. DUTIES AND OBLIGATIONS OF EDU HEALTHCARE

EDU HEALTHCARE shall provide the Services under the terms of this Agreement and by the requirements of federal, state, and local laws and applicable rules and regulations. EDU HEALTHCARE complies and will maintain compliance with all applicable laws, including but not limited to billing, claims, submission laws, and regulations in performing its services. EDU HEALTHCARE will keep records relating to the Services rendered pursuant to this Agreement. Providers will assist the Account in maintaining Student records by accepted professional standards and practices and in a manner designed to facilitate the retrieval of necessary data. Upon request by the Account, EDU HEALTHCARE shall make available all records concerning students of the account in its possession or control to ensure easy access for any potential future audits. EDU HEALTHCARE shall retain Student records for the period(s) required by state and federal law but in no event for less than ten (10) years from the date the Services were rendered. EDU HEALTHCARE will recruit, screen, interview, and assign Providers to meet the Account's needs. EDU HEALTHCARE will require all Providers to sign confidentiality agreements that promise to protect the Account's confidential information and the student's medical information. EDU HEALTHCARE will pay wages to employees following applicable state and federal laws governing wages and hours and wage payment. EDU HEALTHCARE will make all required withholdings for payroll and income taxes from employees' wages and will pay workers' compensation insurance premiums and unemployment taxes.

### 5. DUTIES AND OBLIGATIONS OF ACCOUNT

Account shall provide written policies and procedures for Services and comply in all material respects with applicable state and federal laws and regulations. Account shall maintain individual Student records in accordance with state and federal law. Account shall be made available to EDU HEALTHCARE and its Providers for review and inspection, upon reasonable request, individual records necessary for the proper evaluation and treatment of the student. EDU HEALTHCARE agrees to maintain the confidentiality of such documents by applicable law. Account shall promptly notify EDU HEALTHCARE of any issues or concerns with the Provider, whether related to attendance, performance, failure to adhere to Account's workplace policies, procedures, or any other matter. Account shall immediately inform EDU HEALTHCARE if it suspects that EDU HEALTHCARE is making any billing errors, or that a Provider is engaging in fraudulent activity or is violating or has violated any law.

Account Initials

*Shy*

Date

9.19.24

6. **MATERIALS**

Account shall make available adequate materials and supplies, working and storage space to Provider, to enable Provider to render the Services contemplated by this Agreement. This shall include reasonable use of the Account's copy machine, fax machine, email, computer, service materials, and telephone. Account shall maintain the space in compliance with all applicable laws, rules, and regulations.

7. **NO MATERIAL CHANGE**

Account shall make no material change in the duties of a Provider without EDU HEALTHCARE'S written consent to the material change.

8. **COMPENSATION**

Payment will be made per bill rates listed in the attached Schedule A. Effective on the Agreement renewal date and every year thereafter, bill rates for services as indicated on the attached Schedule A of this agreement will be increased by three percent (3%) to keep in line with inflationary and competitive wage rate increases. Travel from facility to facility will be reimbursed to EDU HEALTHCARE based on the Standard Federal Mileage Reimbursement Rate.

9. **PAYMENT TERMS & OVERTIME**

Account will be billed for all services as outlined in the attached Schedule A. EDU HEALTHCARE pays its Providers overtime in compliance with federal, state, and local laws. EDU HEALTHCARE will bill the Account at one and one-half times the regular bill rate for all hours EDU HEALTHCARE must pay the Provider's overtime.

10. **TIMEKEEPING**

Account will ensure that Providers accurately record the start and stop times for all hours worked. The Account will approve all hours worked, including applicable overtime hours, on a Provider's time sheet. EDU HEALTHCARE will generate an invoice for the Account based on the timesheets submitted. Account must review the invoice, notify EDU HEALTHCARE of any error, and provide a corrected invoice that is mutually acceptable to both parties within a reasonable time. If the Account fails to dispute or report any errors within thirty (30) days of the invoice date, errors shall not be accepted as a disputed charge, and invoices will be due and payable in full.

11. **GUARANTEED MINIMUM HOURS**

Account agrees to provide Provider the guaranteed number of work hours per week specified in the attached Schedule A and Work Schedule B. Cancellation of prescheduled workdays or reduction in work hours by Account will be billed, reflecting the guaranteed minimum work hours. Minimum work hours shall be reduced to reflect scheduled school closings for holidays and planning days, except those holidays or planning days approved by the Account and listed on Schedule B.

12. **EMPLOYMENT OF PROVIDERS**

Account agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Provider introduced or referred by EDU HEALTHCARE for a period of one year after the latest date of introduction, referral, placement, or end of the contract assignment. If Account or its affiliate enters into such a relationship or refers Providers to a third party for employment, Account agrees to pay an amount equal to \$21,500 or thirty-five (35) percent (whichever is greater) of the Provider's first year's annualized salary, including any signing bonuses, as agreed upon at the time of hiring. Payment is due and payable to EDU Healthcare upon the start date.

13. **ASSIGNMENT**

Account will not transfer or assign this Agreement without EDU HEALTHCARE's written consent.

14. **PAID SICK LEAVE**

For those jurisdictions that have passed or will pass legislation requiring Paid Sick Leave, Paid Sick time will be billed back to the Account at the straight-time bill rate for all hours taken by any Provider assigned to the Account. This section is not applicable until the effective date of such legislation has been reached.

15. **INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that EDU HEALTHCARE is an independent contractor rendering Services pursuant to this Agreement through its Provider. The Account shall neither have nor exercise any control or direction over the methods by which the Provider will render Services. The Provider will render Services under this Agreement by the accepted procedures and standards of the relevant professional specialty. The Account shall have the right to request Services but not to control how the Services are rendered. Nothing contained in this Agreement shall be construed to make Provider the employee of the Account.

16. **CONFIDENTIALITY**

EDU HEALTHCARE and Account agree to maintain the confidentiality of information contained in this Agreement and the medical records of Account's Students. Account and EDU HEALTHCARE agree they are Covered Entities and subject to all applicable HIPAA regulations. The medical record information may be disseminated as permitted or required by law.

Account Initials

*Shay*

Date

9.13.24

**17. INDEMNIFICATION**

To the extent permitted by law, EDU HEALTHCARE will defend, indemnify, and hold Account and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by EDU HEALTHCARE's breach of this Agreement; its failure to discharge its duties and responsibilities outlined in this Agreement; or the negligence, gross negligence, or willful misconduct of EDU HEALTHCARE's officers, employees, or authorized agents in the discharge of those duties and responsibilities. To the extent permitted by law, Account will defend, indemnify, and hold EDU HEALTHCARE and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by Account's breach of this Agreement; its failure to discharge its duties and responsibilities outlined in this Agreement; or the negligence, gross negligence, or willful misconduct of Account or Account's officers, employees, or authorized agents in the discharge of those duties and responsibilities. Neither Party shall be liable for nor be required to indemnify the other Party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages. As a condition precedent indemnification, the Party seeking indemnification will inform the other Party within ten business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other Party, and the Party seeking indemnification will cooperate in the investigation and defense of any such matter. The provisions in this section constitute the complete agreement between the parties concerning indemnification, and each Party waives its right to assert any common-law indemnification or contribution claim against the other Party.

**18. INSURANCE**

Each Party shall obtain and keep in force, during the term of this Agreement, at its own individual cost and expense, adequate insurance to insure against liability to any person or property arising from the acts or omissions of its employees, agents, independent contractors, and servants. Additionally, the Parties agree to provide thirty (30) days advance notice of the amendment, termination, or cancellation of said policy.

**19. ATTORNEY'S FEES**

If either party brings an action to enforce or interpret the provisions of this Agreement, each party shall be responsible for its own costs in bringing or defending such action, including court costs and attorney's fees, except to the extent this Agreement provides otherwise. The Parties agree to cooperate fully and assist the other Party in investigating and resolving any complaints, claims, actions, or proceedings that may be brought by or involve a Provider:

**20. CIVIL RIGHTS**

Each party agrees to comply with the provisions of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and all other applicable state and federal anti-discrimination laws and all regulations promulgated pursuant to it to the end that no person shall on the grounds of race, color, sex, religion, national origin, disability, sexual orientation, gender identity, age, or other protected characteristic be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the provision of any care or services.

**21. FEDERAL BUDGET RECONCILIATION ACT**

Until the expiration of four (4) years from the date of this Agreement, according to Title 42, Section 1395 (x) (v) (1) (A) of the United States Code, EDU HEALTHCARE shall make available upon written request of the Secretary of the United States Department of the Health and Human Services, or the request of the Controller General of the United States General Accounting Office, or any of their duly authorized representatives, copies of such documents as are necessary to substantiate the nature and costs associated with the Services performed by EDU HEALTHCARE under the terms of the Agreement.

**22. CAUSES BEYOND CONTROL**

Neither Party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming Party.

**23. DEFAULT**

If an Event of Default by Account occurs, in addition to the right to terminate this Agreement, EDU HEALTHCARE may seek any other remedy available to it in law or in equity on account of such default. Any amounts due for Services provided by EDU HEALTHCARE shall be immediately paid to EDU HEALTHCARE. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement immediately in the event of a default ("Event of Default") by the other party. With respect to the Account, it shall be an "Event of Default" hereunder: (a) if the Account fails to keep, observe, or perform any material term or provision of this Agreement, and such default shall continue for ten (10) days after written notice thereof shall have been given to Account by EDU HEALTHCARE, which notice shall specify the event or events constituting the default; (b) if the Account shall petition for reorganization or liquidation under the Bankruptcy Court or apply for, or consent to, the appointment of a receiver, trustee, or liquidator of Account, or of the facility at which Services are being rendered, or admit in writing its respective inability to pay its respective debts as they become due, make a general assignment for the benefit of creditors, or otherwise evidence its insolvency or (c) if the Account ceases to be the licensed operator of the facility at which Services are being rendered.

**24. NOTICE**

Any notice required to be given to a party to this Agreement shall be in writing and considered effective as of receipt by the notified party. All such notices shall be sent by United States mail, certified mail, return receipt requested, postage prepaid, addressed as set forth below:

If to EDU HEALTHCARE: PO Box 2400  
Cornelius, NC 28031

Account Initials



Date

9.13.24

If to Account: DULUTH PUBLIC SCHOOL DISTRICT  
709 Portia Johnson Dr Duluth, MN 55811

**25. GOVERNING LAW**

This Agreement and any modification shall be governed by and construed by the state's laws in which Services are provided.

**26. SEVERABILITY**

If any provision of this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall remain valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**27. MISCELLANEOUS**

Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or non-renewal. This Agreement, Schedule A, and any other exhibits attached to it contain the entire understanding between the Parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement. The failure of a Party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such Party thereafter to enforce every provision of this Agreement. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original hereof. IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first mentioned above.

**ACCOUNT**

Account: DULUTH PUBLIC SCHOOL DISTRICT

Signature: *Ermine Zinich*

Date: 9.13.24

**EDU HEALTHCARE, LLC**

By: *Matthew Lewis*  
Matthew Lewis (Sep 13, 2024 19:17 EDT)  
Matthew Lewis, VP

Date: Sep 13, 2024

*Ermine Zinich*

Account Initials *EDU* Date 9.13.24



**EDU Healthcare** <sup>TM</sup>

**ACCOUNT SERVICE CONTRACT - SCHEDULE A**

This Schedule A is part of the Account Services Contract entered by and between EDU HEALTHCARE, LLC ("EDU HEALTHCARE") and the Account identified below.

**PROVIDER PLACEMENT DETAILS:**

Provider Name: Lynsey Haala

Term: 2024-2025 School Year, Per District Calendar

Services Provided: Registered Nurse

Hours: 38.75 Hours Per Week

**RATE AND PAYMENT DETAILS:**

Bill Rate: \$60 Per Hr

Payment: Due Thirty (30) Days from invoice date

**ADDITIONAL INFORMATION:**

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACCOUNT**

Account: DULUTH PUBLIC SCHOOL DISTRICT

Signature: *Suzanne Zwick*

Date: 9.13.24

**EDU HEALTHCARE, LLC**

By: *Matthew Lewis*  
(Sep 13, 2024 10:17 EDT)

Matthew Lewis, VP

Date: Sep 13, 2024

*Lynsey Haala*

Account Initials *SH* Date 9.13.24



### WORK SCHEDULE - SCHEDULE B

This Schedule B is part of the Account Services Contract entered by and between EDU HEALTHCARE and the Account Identified below.

**WORK SCHEDULE DETAILS:**

Start Date: 09/16/24

Provider Name: Lynsey Haala

Account Name: DULUTH PUBLIC SCHOOL DISTRICT

Hours: 38.75 Hours Per Week

Term: 2024-2025 School Year, Per District Calendar

Are In-service Days Paid Days/Required? Select... NO

Using a PO? Select... YES

Assigned Building(s): \_\_\_\_\_

Monday	Tuesday	Wednesday	Thursday	Friday	
Scheduled Work Day? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Scheduled Work Day? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Scheduled Work Day? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Scheduled Work Day? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Scheduled Work Day? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Workday Start Time <u>7:45am</u>	Workday Start Time <u>7:45am</u>	Workday Start Time <u>7:45am</u>	Workday Start Time <u>7:45am</u>	Workday Start Time <u>7:45am</u>	
Workday End Time <u>4:00pm</u>	Workday End Time <u>4:00pm</u>	Workday End Time <u>4:00pm</u>	Workday End Time <u>4:00pm</u>	Workday End Time <u>4:00pm</u>	
Day Sub Total <u>8.25</u>	Day Sub Total <u>8.25</u>	Day Sub Total <u>8.25</u>	Day Sub Total <u>8.25</u>	Day Sub Total <u>8.25</u>	
Paid Lunch? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Lunch Total (If Unpaid) Select <u>30min unpaid</u>	Paid Lunch? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Lunch Total (If Unpaid) Select <u>30min unpaid</u>	Paid Lunch? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Lunch Total (If Unpaid) Select <u>30min unpaid</u>	Paid Lunch? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Lunch Total (If Unpaid) Select <u>30min unpaid</u>	Paid Lunch? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Lunch Total (If Unpaid) Select <u>30min unpaid</u>	
Day Total (Day Sub Total Less Unpaid Lunch) <u>7.75</u>	Day Total (Day Sub Total Less Unpaid Lunch) <u>7.75</u>	Day Total (Day Sub Total Less Unpaid Lunch) <u>7.75</u>	Day Total (Day Sub Total Less Unpaid Lunch) <u>7.75</u>	Day Total (Day Sub Total Less Unpaid Lunch) <u>7.75</u>	Weekly Total (Must Match Hours on Schedule A) <u>38.75</u>

COMMENTS: Meet student at the bus when the bus arrives at 7:45am. Ride bus to school and remain with the student throughout the day. Ride bus home with student. Drop off is 3:57pm.  
 Provider must not exceed weekly total hours as shown above WITHOUT prior approval between District and EDU Healthcare

Account Signature: Suzanne Zwick

Provider Signature: \_\_\_\_\_

Suzanne Zwick

Account Initials SZ Date 9.13.24



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 20th day of September, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Meehan Mental Health Services, 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 24, 2024 and shall remain in effect until September 25, 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.** Meehan Mental Health Services, Therapist Ann Meehan to provide 1 hour of student specific Dissociation Training at Denfeld High School on September 24, 2024.

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 \$150.00 hourly and \$ 150.00 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.

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 Meehan Mental Health Services, 65 Sunnarborg Road, Esko, MN 55733.

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.

Ann Jackson 47-2410107 9.24.24

**Contractor Signature** SSN/Tax ID Number Date  
Jason Crane 9/23/24

**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).

**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).

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

01	E	005	410	740	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

Erin Zwick 9-24-24

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

**Date**

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 12th day of September, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Secret Forest Playschool, 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 4, 2024 and shall remain in effect until June 4, 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) Mondays and Wednesdays following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 3727 W. Arrowhead Road, Duluth, MN 55811.

The approximate date the service will begin is September 9, 2024 and shall not extend beyond June 4, 2023; attending 2 days per week. The District will pay 2 days per week @ \$350.00 per month, and an Annual Fee of \$150.00.

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 4316 Rice Lake Rd, Suite 108, 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 \$150.00 Annual Enrollment Fee, \$350.00 monthly and \$3650.00 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.

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)

---

**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.

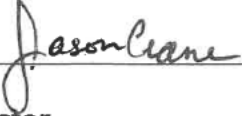
**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations 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.

<b>Contractor Signature</b> 	SSN/Tax ID Number	Date <u>9/16/24</u>
<b>Program Director</b>		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).

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

01	E	005	400	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

	Date <u>9-24-24</u>
<b>Exec. Dir Finance &amp; Business Services / Superintendent of Schools / Board Chair</b>	<b>Date</b>

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 12th day of September, 2024 , by and between Independent School District #709, a public corporation, hereinafter called District, and Secret Forest Playschool, 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 4, 2024 and shall remain in effect until June 4, 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) Mondays and Wednesdays following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 3727 W. Arrowhead Road, Duluth, MN 55811.

The approximate date the service will begin is September 4, 2024 and shall not extend beyond June 4, 2023; attending 2 days per week. The District will pay 2 days per week @ \$350.00 per month, and an Annual Fee of \$150.00.

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 4316 Rice Lake Rd, Suite 108, 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 \$150.00 Annual Enrollment Fee, \$350.00 monthly and \$3650.00 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.

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)

---

**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.

<b>Contractor Signature</b> <i>Jason Crom</i>	SSN/Tax ID Number	Date <i>9/14/24</i>
<b>Program Director</b>		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).

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

01	E	005	400	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

<i>Imine Zunic</i>	<i>9-24-24</i>
<b>Exec. Dir Finance &amp; Business Services / Superintendent of Schools / Board Chair</b>	<b>Date</b>



## AGREEMENT

THIS AGREEMENT, made and entered into this 26 day of August, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Joseph Gokee 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:** Traditional lacrosse coaches will lead games weekly. Days and times of games will be coordinated with the ISD 709 Department of American Indian Education and the Center of American Indian and Minority Health.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 6/01/2024 and shall remain in effect until 9/1/2024, 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.** Facilitate Traditional Native American Lacrosse games for youth and community members of ISD 709.

3. **Background Check.** Completed and passed by the University of Minnesota Medical School.

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 \$30 hourly (36 hours) and \$ 1080 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: Brett Mensing, 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) Joseph Gokee, 7 Victoria Lane, Ashland, WI 54806.

**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.

Joseph Cohen [REDACTED] 8/31/24  
 Contractor Signature SSN/Tax ID Number Date

[Signature] 8-30-24  
 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	211	161	401	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

[Signature] 9-13-24  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 12th day of September, 2024 by and between Independent School District #709, a public corporation, hereinafter called District, and Molly Henke 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 September 12, 2024 and shall remain in effect until June 30, 2025 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Contractor will provide Nutrition & Dietician services for Duluth Head Start and 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 of \$32 hourly and not to exceed \$8500 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: 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 Molly Henke, 2129 6th Ave E, Hibbing, MN 55746.

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.

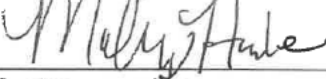

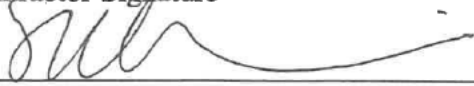
**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations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

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 9/12/24  
  
 Program Director \_\_\_\_\_ Date 9/12/24

**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).

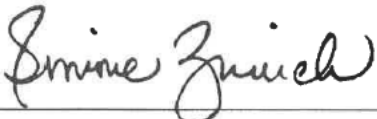
**Please check the appropriate line below:**

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	503	305	000- 83.86%
04	E	005	579	285	305	000-16.14%
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 9-13-24

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 18 day of June, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Mary Ann Marchel, 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 August 26, 2024 and shall remain in effect until June 6, 2025, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Provide group facilitation services for ISD 709 Early Childhood Family Education (ECFE) Program. Scope of services to include guiding Reflective Practice Teaching Practice team work with ECFE certified staff and consultation with ECFE staff, parents, and children.

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 \$150 hourly and \$ 6,000 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: Sharie Blevins ECFE, 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 Mary Ann Marchel, 3929 Rockview Court, Duluth, MN 55804.

**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**



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 16 day of September, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Blue Sky Coffee Duluth, an independent contractor, hereinafter called Contractor.

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

**The terms and conditions of this Agreement are as follows:** The Blue Sky Coffee trailer will be at the ECFE Transportation Night on September 25. ECFE staff volunteering at this event will be allowed to order a beverage and this will be paid for by the ECFE Citywide Student Activity Account.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 16, 2024 and shall remain in effect until September 26, 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.** Contractor will have their coffee trailer at the ECFE Transportation Night on September 25 and will invoice the District for beverages ordered by ECFE staff volunteering at this event.

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 \$ 500 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: ECFE Office, Sharie Blevins, 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) Blue Sky Coffee 5342 Martin Road, 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**

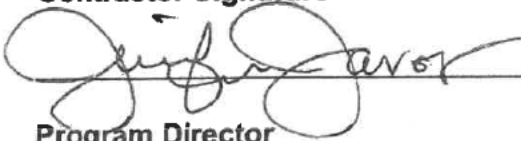
AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Casey Kinnunen 93-3814313 September 23, 2024

**Contractor Signature**

SSN/Tax ID Number

Date



9-24-2024

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).

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

79	E	700	298	000	401	474
XX	X	XXX	XXX	XXX	XXX	XXX



9-26-24

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

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 17 day of July, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Nathan Payne, 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 7/16 and shall remain in effect until 7/19, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

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 \$ \_\_\_\_\_ hourly and \$ 2400 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: \_\_\_\_\_, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

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.

Not Payne \_\_\_\_\_ SSN/Tax ID Number [REDACTED] 7/17/24  
 Contractor Signature \_\_\_\_\_ Date  
[Signature] \_\_\_\_\_ 7/17/24  
 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).

01	E	005	211	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

Simone Zinich \_\_\_\_\_ 9-23-24  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair \_\_\_\_\_ Date

AGREEMENT

THIS AGREEMENT, made and entered into this 15 day of July, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Audrey Zupc, 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 7/15/24 and shall remain in effect until 7/19/24, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

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 \$ \_\_\_\_\_ hourly and \$ 1,000-00 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: Denfeld Drama, 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 (mailing address with zip)  
2301 Chambersburg Ave 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.

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.

Andrew Zupark  
Contractor Signature

[Redacted]  
SSN/Tax ID Number

7/15/24  
Date

\_\_\_\_\_  
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).

01	E	000	211	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

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

9-23-24  
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 14<sup>th</sup> day of July, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Calland Metts, 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 7/1/2024 and shall remain in effect until June 2025, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

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 \$ \_\_\_\_\_ hourly and \$ 5,000 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: \_\_\_\_\_, 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 (mailing address with zip)

---

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.

Carol Mott \_\_\_\_\_ SSN/Tax ID Number \_\_\_\_\_ Date 7/15/24  
 Contractor Signature  
[Signature] \_\_\_\_\_ Date 7/15/24  
 Program Director

**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).

01	E	005	211	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

Simone Zunic \_\_\_\_\_ Date 9-23-24  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 1st day of September, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Vineyard Church, 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 9/3/2024 and shall remain in effect until 6/6/2025, 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.** Rental of up to 50 parking spots for students at Duluth East High School

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

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

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 \$3,000 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: Accounts Payable, 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 Vineyard Church, 1533 W Arrowhead Rd, 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.

**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.

Melissa Hasbrock 3574190 13 Sept 24

**Contractor Signature**

**SSN/Tax ID Number**

**Date**

Kenny Sabong, Principal 9-12-24

**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).

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

01	E	220	291	000	370	000
XX	X	XXX	XXX	XXX	XXX	XXX

James Zuehl 9-12-24

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

**Date**

## CLIENT INFORMATION AND CONTRACT AGREEMENT

Event Date: 10-12-2024

Venue: Duluth Entertainment Convention Center

Venue Address: 350 Harbor Dr, Duluth, MN, 55802

### AGREEMENT

**ACCESS, SPACE AND POWER:** CLIENT will arrange for an appropriate space for the photo booth at CLIENT'S venue. Space must be level, solid and at least 9' by 9'. It is the CLIENT'S responsibility to ensure access is possible. Photo booth may be placed in an exterior location, provided it is protected from weather. CLIENT is responsible for providing power to the photo booth (1 10V, 10 amps, 3 prong grounded outlet).

**SERVICE PERIOD:** Pursuant to the responsibilities of the CLIENT, Provider agrees to have a photo booth operational for a minimum of 80% during this period; occasionally, operations may need to be interrupted for maintenance of the photo booth.

**DAMAGE TO PROVIDER'S EQUIPMENT:** CLIENT acknowledges that it shall be responsible for any damage or loss to the provider's equipment caused by any misuse of the provider's equipment by CLIENT'S or its guests, any theft or disaster (including but not limited to fire, flood or earthquake).

**CHANGES AND CANCELLATIONS:** Any request for a date, time, or location change must be made in writing at least thirty days in advance of the original event date. Change is subject to photo booth availability and receipt of a new service contract. If there is no availability for the alternate date, time or location, deposit shall be forfeited and the event cancelled. Any cancellation occurring less than ninety days prior to the event shall forfeit all payments received.

**MODEL RELEASE:** All guests using the photo booth hereby grant The Wild Booth and ADA Corporation the right and permission to copyright and use, photographic portraits or pictures of any photo booth user who may be included intact or in part, made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose. In addition the CLIENT does hereby release, discharge and agree to save harmless The Wild Booth and ADA Corporation from any liability, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy.

**HEALTH HAZARD:** ADA Corporation and the Wild Booth is not responsible for any injuries incurred by CLIENT or its event guests while in the photo booth. Event guests who have the condition Epilepsy should not utilize the photo booth at any point during the event. If CLIENT knows of an event guests who has Epilepsy, they should be notified prior to the event.

**INCLEMENT WEATHER:** For outdoor events, CLIENT shall provide overhead shelter for the Wild Booth and sufficient protection from the elements. Wild Booth reserves the right, in good faith, to cease the operation should the weather pose a potential danger to our personnel, the equipment, or guests. Since safety is paramount in all decisions, Wild Booth's compensation will not be affected if operation is ended. CLIENT assumes all responsibilities for equipment damage suffered from exposure to adverse weather conditions, and shall be charged for replacement/repair to said equipment.

**GENERAL LIMIT OF LIABILITY:** ADA Corporation and the Wild Booth's liability under this agreement shall not, under any circumstance, exceed the amount the CLIENT agrees to pay under this agreement for photo booth services.

**COPYRIGHT:** The photography produced by ADA Corporation and the Wild Booth is protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without the express written permission of ADA Corporation. It is further agreed

ADA CORPORATION AND THE WILD BOOTH IS LIMITED BY THE GUIDELINES OF THE EVENT VENUES. CLIENT AGREES TO ACCEPT THE TECHNICAL RESULTS OF THESE GUIDELINES, INCLUDING BUT NOT LIMITED TO HOW THE GUIDELINES MAY AFFECT THE PHOTOGRAPHY AND USE OF THE PHOTO BOOTH. NEGOTIATION WITH VENUE OFFICIALS FOR MODERATION OF ANY PHOTOGRAPHY GUIDELINES IS THE CLIENT'S RESPONSIBILITY. ADA CORPORATION AND THE WILD BOOTH WILL ABIDE BY THE RULES OF THE EVENT VENUE REGARDING CAMERA EQUIPMENT, PLACEMENT, MOVEMENT, AND OTHER PHOTOGRAPHY-RELATED ISSUES.

**COOPERATION:** The parties agree to cheerful cooperation and communication for the best possible result under this agreement. ADA Corporation and the Wild Booth is not responsible if key individuals fail to appear or cooperate during photographic sessions, for missed images due to details not revealed to ADA Corporation, or for other similar or related issues.

**HOUSE RULES:** ADA Corporation and the Wild Booth is limited by the guidelines of the event venues. CLIENT agrees to accept the technical results of these guidelines, including but not limited to how the guidelines may affect the photography and use of the photo booth. Negotiation with venue officials for moderation of any photography guidelines is the CLIENT'S responsibility. ADA Corporation and the Wild Booth will abide by the rules of the event venue regarding camera equipment, placement, movement, and other photography-related issues.

**DELIVERY OF IMAGES:** Upon receipt of digital images, whether by flash drive or by download link, client accepts all responsibility for archiving and protecting photographs. Provider is not responsible for the lifespan of any digital media provided for any future changes in digital technology or media readers that might result in inability to read media as provided. It is the CLIENT'S responsibility to make sure the digital files are copied to new media as required.

**JURISDICTION/CHOICE OF LAW:** This agreement shall be interpreted under the laws of the State of Minnesota. Any litigation related to this agreement shall take place in the courts of the State of Minnesota.

**PAYMENT:** A non-refundable payment of 50% is required at the time of booking to secure the date. The balance is then due 14 days prior to the event date. CLIENT can pay in full upon booking.

**SEVERABILITY:** If any provision of this agreement is held to be unenforceable, all remaining provisions of the agreement shall remain in full force and effect.

**INDEMNIFICATION:** CLIENT agrees to and understands the following:

1. CLIENT will indemnify and hold harmless Provider against any and all liability related to CLIENT'S event during or after CLIENT'S event. CLIENT will indemnify and hold harmless Provider the time of service and on into the future against any liability associated with CLIENT.
2. CLIENT will indemnify and hold harmless provider against any and all liability associated with the use of pictures taken with the Wild Booth and its representatives, employees, or affiliates at CLIENT'S event.

**ALL SALES ARE FINAL:** CLIENT understands and agrees that all sales and services fees are final.

**TRAVEL FEE:** The Wild Booth charges a travel fee of 50 cents/mile for all events that require round trip travel of more than 100 miles. Events requiring travel of more than 250 miles round-trip will be subject to a custom travel fee that will be disclosed and charged to CLIENT.

**MISCELLANEOUS TERMS:** In the event the Provider is unable to supply a working photo booth for at least 80% of the service period, CLIENT shall be refunded a prorated amount based on the amount of service received. If no service is received, Provider's maximum liability will be the return of all payments received from CLIENT. Provider is not responsible for any consequential damages of lost opportunities upon breach of this agreement.

**BOOTH AND PRINTS:** Each rental includes:

- Unlimited photo booth usage (digital) for at least 3 hours.
- Professional on-site attendant



# INVOICE

Photo  
EVENTS

**Photo Active Events**

photos@photoactiveevents.com

888-347-5562

Invoice For **Aeris Allan Duluth East High School**  
 301 N 40th Ave E  
 Duluth , MN 55804  
 aerisallan@gmail.com  
 715-209-2762

Invoice Number **20240725-01**  
 Invoice Date **August 2, 2024**  
 Event Date **October 12, 2024**  
 Final Payment Due **September 28, 2024**

Description	Quantity	Unit Price	Amount
<b>Open Style Photo Booth Package (3 hours)</b> Saturday, October 12, 2024: 7:00 PM to 10:00 PM Duluth Entertainment Convention Center, 350 Harbor Dr, Duluth, MN, 55802 Package Includes:  <b>Package Features</b> <ul style="list-style-type: none"> <li>• Up to 4 Hours of Photo Booth Use Included</li> <li>• Unlimited On-Site Prints &amp; Reprints</li> <li>• Personalized Photo Template</li> <li>• Choice of Standard Backdrop Included</li> <li>• Fun Props Kit</li> <li>• On-Site Attendant</li> <li>• Digital Delivery of all photos post-event (may take up to 1-2 weeks for processing and publishing)</li> <li>• SMS digital sharing via email, text, social media</li> </ul> <b>Photo Booth</b> <ul style="list-style-type: none"> <li>• Any available photo booth that is capable of meeting/exceeding the package features.</li> </ul>	1	\$895	\$895
Backdrop Black	1	\$0	\$0 T

*OK to pay 9/18/24*

*79 E 220 290 000 305 465*

*Simone Zunic*

**Total Cost**

**\$895**

ADA Corporation

2 Business name/disregarded entity name, if different from above

d.b.a. Pro Sound and Light Show

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- Individual/sole proprietor or single-member LLC
- Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_
- Other (see instructions) ▶ \_\_\_\_\_
- C Corporation
- S Corporation
- Partnership
- Trust/estate

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

350 Garfield Ave Suite4

Requester's name and address (optional)

6 City, state, and ZIP code

Duluth MN 55802

7 List account number(s) here (optional)

Print or type.  
See Specific Instructions on page 3.

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
			-				-			

OR

Employer identification number										
4	6	-	5	7	5	1	0	8	2	

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶ 4/23

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.





# WOLF RIDGE<sup>SM</sup>

## ENVIRONMENTAL LEARNING CENTER

### Program Contract

### School Groups

<b>Paul Davis</b>	paul.davis@isd709.org
Lester Park School 5300 Glenwood Street, Duluth MN 55804	Is the Coordinator's name correct? If not, please correct below: New Coordinator name: Email Address:
<b>Deposit:</b> You have made a reservation to stay for March 19, 2025 - March 21, 2025 with 125 participants. To hold your reservation we require a deposit of \$1,875.00. <b>This contract is valid for 30 days after receipt.</b>	
<b>Cancellation Policy:</b> Cancellations require 60 days' notice prior to your scheduled arrival date to receive a full deposit refund. <i>*Notify us immediately if you need to cancel this reservation.</i>	

By signing below, I agree to the terms listed above:

<b>Printed Name:</b> Simone Zunic	<b>Title:</b> Exec. Dir. Business Services	
<b>Signed Name:</b> Simone Zunic	<b>Date:</b> 9/10/24	
<b>Billing Contact:</b> Accounts Payable	<b>Billing Address:</b> 709 Portia Johnson Dr. Duluth MN 55811	
<b>Billing email address:</b> ap.vendor@isd709.org		
<b>Cardholders Name:</b> <input type="checkbox"/> same as billing contact	<b>Cardholders address:</b> <input type="checkbox"/> same as billing address	
<b>Credit Card #</b>	<b>Exp Date:</b>	<b>CVV:</b>
<b>If unable to pay at this time, when can we expect your deposit?</b>		

**Return to: 6282 Cranberry Rd - Finland, MN 55603 or fax to: 218-353-7762**

**Today's Date: September 6, 2024**