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Date: June 16, 2014

To: Duluth Public Schools ("Licensee")
Address: 215 N. 1st Avenue East
Duluth, MN 55802
Attn: Greg L. Jones

Email: Greg.jones@isd709.org
Telephone: 218-310-2524
Fax:

SECONDARY USE REQUEST

Date Requested: June 27, 2014 **Language:** English
Area of Distribution: All schools under the jurisdiction of Duluth Public Schools, MN
Additional Terms (if any): n/a

ASCD E-PUBLICATION

Publication: *Electronic Forms and Rubrics for Enhancing Professional Practice: A Framework for Teaching*
Author(s): Charlotte Danielson
Product #: EFREPP
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referred to as the "Work".

2. Licensee shall (and shall ensure that Authorized Users):

- (a) limit access and use of the Work, in whole or part, to Authorized User on Licensee's secured network and as expressly stated in this Agreement, for its internal use only;
- (b) include the above-referenced Credit on all copies of the Work, or any portion thereof, as reproduced, displayed, and distributed by Licensee and its Authorized Users;
- (c) ensure that all Authorized Users: (i) comply with the terms of this Agreement and protect ASCD's proprietary rights in the Work; (ii) protect their passwords or other access information from use by any third party; (iii) report instances where they have reason to believe their password security has been breached and to immediately have access with the breached password terminated, and (iv) are advised of the sanctions that ASCD imposes for failing to comply with the terms of this Agreement;
- (d) monitor compliance and immediately on becoming aware of any unauthorized use or other breach of this Agreement by an Authorized User, inform ASCD and take all necessary steps to ensure that such activity ceases and to prevent any recurrence; and
- (e) invalidate passwords or any form of access issued to individuals or entities that are no longer Authorized Users.

3) ASCD reserves all proprietary rights in and use of the Work not expressly set forth in this Agreement. Without limiting the foregoing, Licensee and its Authorized Users shall **not**:

- (a) make modifications to the Publication, in whole or part, other than to make *de minimis* revisions to the Publication for the Purpose;
- (b) create derivative works based on the Publication, in whole or part;
- (c) post the Work, in whole or part, on any websites or shared platforms made available for general public access or to subscribers other than Authorized Users;
- (d) make use of the Work, in whole or part, for any commercial purposes; or
- (e) except for third party Authorized Users to support Licensee's internal use of the Work for the Purpose, permit, authorize, allow, or encourage any third party to access, customize or adapt, use, reproduce, or display the Work, in whole or part (including, but not limited to, hosting the Work and offering as a service bureau, software-as-a-services (SaaS) or otherwise to any third party software provider).

5. The term of this Agreement commences as of ASCD's receipt of the Fee (set forth below) and shall continue in perpetuity unless otherwise terminated by ASCD in Section 6 below ("Term").

6. ASCD reserves the right to terminate this Agreement without notice in the event of any unauthorized use of the Work or breach of any provision of this Agreement, including, but not limited to: (i) an Authorized User divulging their unique identity and password to any third party; (ii) reproducing or

distributing the Work, in whole or part, to a third party; (iii) allowing, permitting or authorizing use of the Work, in whole or part, by any third party; or (iv) non-payment of the fee set forth in Section 7 of this Agreement. Upon termination of this Agreement for any reason, the license set forth above and all rights granted herein shall immediately terminate.

7. For purchase of an electronic copy of the Publication and the additional rights granted in this Agreement, Licensee agrees to a fee of \$25.00 per school within Licensee's Area of Distribution, for a total one-time payment of **\$275** ("Fee"), due upon receipt of an invoice that will be sent under separate cover.
8. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia as if executed and wholly performed within the Commonwealth of Virginia. This Agreement constitutes the sole and complete agreement between the parties with regard to the Work, and may not be assigned, transferred, modified, or amended except by a writing signed by ASCD. The terms of this Agreement may not in any way be explained or supplemented by a prior performance, trade usage, or course of dealing between the parties, or by any prior performance between the parties pursuant to this Agreement or otherwise. **The Publication is provided "as is," and ASCD expressly disclaims all statutory, express and implied warranties. ASCD shall not be liable to Licensee or any third party for any direct, indirect, incidental, special, consequential or punitive damages arising out of or relating to this Agreement or use of the Publication or Work.**

ASSOCIATION FOR SUPERVISION AND
CURRICULUM DEVELOPMENT (ASCD):

LICENSEE:

By: _____

Katy Wogec
Sr. Paralegal

Date: _____

By: WC Hanson

Name and Title: BILL HANSON, CFO

IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF
LICENSEE, YOU REPRESENT AND WARRANT THAT YOU HAVE
FULL AUTHORITY TO BIND LICENSEE.

Date: 8/13/14

AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of June _____, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Heather Tomczak, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: (insert as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 2, 2014^{3 WHT}, and shall remain in effect until June 20, 2014, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** (insert programs or services to be performed by contractor)
Dream Team - team member. Meetings, planning and leading a session at a workshop, sharing curriculum resources, write up of surveys, outreach to NE regional teachers.

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

1. Printed Memoranda of Agreement and Title Sheet;
2. Advertisement for Quotes, Contractor's Quote, and Quote Tabulation;
3. Contractors Insurance Policy;
4. Supplementary Conditions and Insurance Requirements; and
5. Any other documents identified by the District.

4. **Background Check .** (Applies to contractors working independent with students)

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

5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ \$900.00. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.

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

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;

b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

11. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Teri Akervik, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail 901 Madison Street Eveleth MN 55734 (mailing address including Zip Code)

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

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

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

is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota without regard to conflict of laws considerations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>District Employee</u>	<u>Position</u>
Teri Akervik	Music/PCAE grant coordinator

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

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

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

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

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

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

AMANDA GILDERMAN
AND
DULUTH PUBLIC SCHOOLS, ISD 709

AGREEMENT FOR FREELANCE SIGN LANGUAGE INTERPRETER SERVICES

The following is an Agreement between AMANDA GILDERMAN 5278 S County Road P Poplar, WI 54864-9114, (hereafter referred to as the SIGN LANGUAGE INTERPRETER PROVIDER) and Duluth Public Schools, ISD 709 (hereafter referred to as the DISTRICT). This Agreement shall be effective August 1, 2014 through July 31st 2015.

I. THE SIGN LANGUAGE INTERPRETER PROVIDER AGREES:

- A. To provide INTREPRETING SERVICES, for students with a disability and who have an IEP/IFSP/IIP documenting the need for such services under contract at the District sites. Services shall be provided as prescribed by the student's IEP/IFSP/IIP in order to meet the goals as determined by the IEP team.
- B. To provide INTREPRETING SERVICES by a certified Sign Language Interpreter.

II. THE DISTRICT AGREES:

- A. To pay the SIGN LANGUAGE INTERPRETER for INTREPRETING SERVICES at the contract rate of \$80.00 base rate for first two hours, plus \$40.00 per hour after, billed from arrival to departure time.
- B. To remit to the SIGN LANGUAGE INTERPRETER, upon receipt of weekly invoice, the amount due and owing for the services provided.
- C. The Director of Special Services shall supervise the contracted services to ensure that services are provided in accordance with the students' IEP/IFSP/IIPs.

III. INDEPENDENT CONTRACTOR

Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture or co-partnership between the parties, which are and shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

IV. MINNESOTA DATA PRACTICES ACT

The SIGN LANGUAGE INTERPRETER and the District agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

V. MUTUAL AGREEMENTS

- A. This Agreement shall be effective beginning August 1, 2014 and ending July 31st, 2015.
- B. Any modification to this Agreement must be made in writing.
- C. Either party may cancel this Agreement by giving a 7-day written notice of cancellation to the other party.

Agreed to by:

DULUTH PUBLIC SCHOOLS, ISD 709

AMANDA GILDERMAN

By 
Laura Fredrickson

By
Amanda Gilderman

Title Director of Special Services

Title Freelance Sign Language Interpreter

Date 7/31/14

Date

By 
William C. Hanson

Title Director of Business and Finance

Date 8/5/14

AGREEMENT

THIS AMENDED AGREEMENT, made and entered into this 25th day of June 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Mark Garrison, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective on: August 4, 2014, unless terminated earlier as provided for herein, or unless and until all obligations set forth in the Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Prepare and deliver keynote presentation of 45 - 50 minutes and two break out session of 60 minutes on August 4, 2014, at Duluth School's Summer Tech Camp. The Break-out session will cover: (Description / Topic of services) _____
• GOOGLE APPS 45
• START STOP SHARE
3. **Reimbursement.** In consideration of the performance of Contractor of its obligations performed in the original Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed one thousand two hundred dollars (\$1,200.00). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
4. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

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

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

3837 HARMET AVE MINNEAPOLIS, MN 55409 [REDACTED]
Street Address City, MN Zip Phone

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

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

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

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

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

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

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

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

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

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

MARK GARRISON

Contractor

[REDACTED]
SSN/ Tax Identification Number

6/27/2014
Date

Bart D. Small

Program Director

7/23/14
Date

WC Hanson

Director of Business Service / Superintendent of Schools

8/5/14
Date

Addendum to Contract for Services

Description of services

To be provided by independent contractor Julia M Williams, PhD
For ISD #709 –Piedmont Elementary School for the academic year 2014-2015

Facilitation of group processes and individual consultations to create and establish the following:

- Establishment and adoption of revision of norms for site decision-making including delineation of decisions held by the leadership team, and communications and confidentiality as per district expectations and site needs
- Facilitation of staff and community sessions to inform and communicate
- Creation and communication of data-informed site goals for climate and systems and creation and documentation of implementation plans that include work in PBIS
- Advisory for staff/faculty/administrative collaboration
- Monitoring and adjustment processes for combined improvement initiatives
- Consultation for continuous improvement in climate, decision-making, and shared leadership
- Creation and facilitation of collaboratively created communication plan, and common expectations and norms for staff interactions
- Consultation to create process to determine a shared vision for the

Preparation and facilitation of processes to complete tasks

10 – Half-day sessions @ \$495

\$4,950.00 total

AGREEMENT

THIS AGREEMENT, made and entered into this first week of August, by and between ISD 709, Duluth Public Schools, a public corporation, hereinafter called District, and Julia M Williams, 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 August 1, 2014, and shall remain in effect until July 1 2015, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** (Provide A SEPARATE PAGE detailing a description of the programs or services to be performed by contractor, as well as the funding source for payment.)
3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$4950.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. *This Agreement will not be approved unless TIN is provided.*
4. **Requests for Reimbursement.** Contractor shall request reimbursement on a quarterly basis, using either the District Invoice OR the contractor's official invoice. This invoice must be submitted within 10 days of the end of the period being billed for.
5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.
6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.
7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as

employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Duluth Public Schools. 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 230 West Sixth Street, Duluth, MN 55806

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

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

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

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

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

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

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

Duluth Public Schools

CONTRACTOR

Chair

Julia M Williams, Ph.D.
Name

Clerk

Independent Contractor August 1, 2015
Title Date

Program Director

W. Hanson 8/8/14
Director of Budget and Finance

Taxpayer Identification Number

Julia M Williams
Date

KATHY ALBERIO
AND
DULUTH PUBLIC SCHOOLS, ISD 709

AGREEMENT FOR FREELANCE SIGN LANGUAGE INTERPRETER SERVICES

The following is an Agreement between KATHY ALBERIO, 7764 Albert Road Saginaw, MN 55779, (hereafter referred to as the SIGN LANGUAGE INTERPRETER PROVIDER) and Duluth Public Schools, ISD 709 (hereafter referred to as the DISTRICT). This Agreement shall be effective Sept 1, 2014 through Nov 1st 2014.

I. THE SIGN LANGUAGE INTERPRETER PROVIDER AGREES:

- A. To provide INTREPRETING SERVICES, for students with a disability and who have an IEP/IFSP/IIIP documenting the need for such services under contract at the District sites. Services shall be provided as prescribed by the student's IEP/IFSP/IIIP in order to meet the goals as determined by the IEP team.
- B. To provide INTREPRETING SERVICES by a certified Sign Language Interpreter.
- C. Not to exceed forty (40) hours per week of INTREPRETING SERVICES for the District.

II. THE DISTRICT AGREES:

- A. To pay the SIGN LANGUAGE INTERPRETER for INTREPRETING SERVICES at the contract rate of \$85.00 base rate for first two hours, plus \$42.50 per hour after, billed from arrival to departure time. The total of this contract will not to exceed \$15,000.
- B. To remit to the SIGN LANGUAGE INTERPRETER, upon receipt of weekly invoice, the amount due and owing for the services provided.
- C. The Director of Special Services shall supervise the contracted services to ensure that services are provided in accordance with the students' IEP/IFSP/IIIPs.

III. INDEPENDENT CONTRACTOR

Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture or co-partnership between the parties, which are and shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

IV. MINNESOTA DATA PRACTICES ACT

The SIGN LANGUAGE INTERPRETER and the District agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

V. MUTUAL AGREEMENTS

- A. This Agreement shall be effective beginning Sept 1st 2014 and ending November 1st, 2014.
- B. Any modification to this Agreement must be made in writing.
- C. Either party may cancel this Agreement by giving a 7-day written notice of cancellation to the other party.

Agreed to by:

DULUTH PUBLIC SCHOOLS, ISD 709 and KATHY ALBERIO

By _____
Laura Fredrickson

By _____
Kathy Alberio

Title Director of Special Services

Title Freelance Sign Language Interpreter

Date _____

Date 8/20/14

By WCHanson
William C. Hanson

Title Director of Business and Finance

Date 8/20/14

Memorandum

To: Bill Hanson

From: Kerry M. Leider



Date: August 15, 2014

Re: Historic Old Central High School Architectural Services – John Ivey Thomas Associates, Inc.

Attached please find two (2) copies of the Agreement between Independent School District #709 and John Ivey Thomas Associates, Inc. for architectural services to obtain a building permit for the renovations at Historic Old Central High School. The total estimated cost of this agreement is \$1,900.00.

I am recommending approval of the Agreement with John Ivey Thomas Associates, Inc. If you concur, please sign both copies of the Agreement and return them to Facilities Management for processing.

Attachments



JOHN IVEY THOMAS ASSOCIATES INC. ARCHITECTS

Architecture Construction Administration Property Management

July 30, 2014

Mr. Dave Spooner
ISD 709
215 North First Avenue East
Duluth, Minnesota 55802

PROPOSAL FOR RENOVATION AT HISTORIC OLD CENTRAL HIGH SCHOOL

Dear Dave:

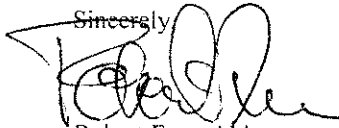
Thank you for giving us the opportunity to submit this proposal to provide architectural services for the renovations indicated in your email dated July 22, 2014.

Our understanding is that our scope of services is to supplement the drawings provided to us to allow for a building permit. Work will include contact with City Building Department for plan review, preparation of construction documents and code summary, and other documentation required for permit.

We propose to complete this work for the lump sum amount of one thousand nine hundred dollars (\$1,900.00).

We hope this proposal meets with your approval and that we may provide services on this project. If you have any questions, please call.

Sincerely,



Robert Fern, AIA
Architect

pm

Accepted:



Name

8/18/14
Date

413 EAST SUPERIOR STREET DULUTH, MN 55802
PHONE: (218) 722-8271 FAX: (218) 722-9550

Memorandum

To: Bill Hanson

From: Kerry M. Leider



Date: August 25, 2014

Re: Facilities Management SchoolDude Preventive Maintenance Implementation
Consulting Services – BLB Consulting, LLC

Attached are two (2) copies of the Agreement between Independent School District #709 and BLB Consulting, LLC for consulting services to provide training and assist with the district-wide system set-up and implementation of the preventive maintenance procedures. The total estimated cost of these services is \$9,900.00.

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

Attachments

August 19, 2014

David Spooner
Supervisor of Maintenance & Construction
Duluth Public Schools
215 North 1st Avenue East
Duluth, MN 55802

Dear David:

This cover letter is to explain why this fiscal year 14-15 proposal for setting up a SchoolDude preventive maintenance program is the same as the proposal from last fiscal year 13-14.

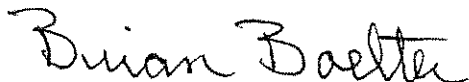
The explanation is simple. The project was only partially finished last year with the majority of work still needing to be done. Construction wrapping up, unavailability of O and M information and bad winter weather all combined to delay our project. This resulted in no preventive maintenance procedures being set up for the new HVAC equipment in your SchoolDude program.

Some work was completed. Equipment data, collected by your maintenance staff, was added and inspection procedures for security doors and electronic door hold open devices were input. In addition we completed several site visits to collect information and answer questions. These activities have all been invoiced by BLB and paid by the district.

I hope this letter explains that we are not duplicating work, just continuing on with a necessary project in the new fiscal year.

Thank you and I look forward to working with you and your staff on this project.

Sincerely,



Brian Boelter
BLB Consulting, LLC
612-599-7639

August 19, 2014

David Spooner
Supervisor of Maintenance & Construction
Duluth Public Schools
215 North 1st Avenue East
Duluth, MN 55802

Dear David:

BLB Consulting, LLC proposes to provide consulting services to Duluth Public Schools to assist with the implementation of their SchoolDude facility management system.

Scope of Services

- System setup, 110 pm procedures (11 buildings x 10 procedures) input and 8 hrs of staff training for the SchoolDude PMDirect module.
- PM procedures will be divided between Health and Safety, HVAC maintenance and general maintenance categories as determined by the district.
- System setup, data entry of equipment corresponding with selected pm procedures.
- Equipment assigned to the proper pm procedure.
- PM procedures assigned to the correct location and technician.
- PM procedures set for the intervals determined by the district.
- Other facilities management and planning services as requested within the stated timeframe and budget.
- This proposal will include services for the buildings listed below

Congdon Park
Elementary School
Homecroft
Elementary School
Lakewood
Elementary School
Laura Macarthur
Elementary School

Lester Park
Elementary School
Lowell Elementary
School
Piedmont
Elementary School
Stowe Elementary
School

Lincoln Park Middle
Ordean-East Middle
Denfield High School
East High School
ALC/Unity High School

Final Product

Between September 1, 2014 and June 30, 2015 BLB Consulting, LLC will provide the district with the following deliverables.

- Input of 10 preventive maintenance procedures (as selected by the district) for each of the buildings listed above. This equals approximately 110 preventive maintenance procedures.
- Input of equipment into the district's preventive maintenance programs that corresponds with selected preventive maintenance procedures.
- Four on-site visits, each 4 hours in length, focusing on implementation and training.
- Other facilities management and planning services as requested within the stated timeframe and budget.

Fee Proposal

The services proposed will be completed on a time and materials basis not to exceed \$9,900.

BLB Consulting, LLC proposes to provide these services utilizing the most appropriate staff for each task.

Hourly Billing Rates

Sr. Project Manager	\$105 per hour
Project Manager	\$85 per hour
Assistant Project Manager	\$65 per hour
Data Entry – Level 1	\$45 per hour
Data Entry – Level 2	\$35 per hour

If this proposal reflects your understanding of the services to be provided by BLB Consulting, LLC, please sign and return a copy to our office. If you have any questions regarding this proposal please contact Brian Boelter at 612-599-7639.

Brian Boelter

Brian Boelter, BLB Consulting, LLC

8-19-14

Date

WC Hanson

Authorized Signature for Duluth Public Schools

8/29/14

Date

AGREEMENT

THIS AGREEMENT, made and entered into this **18th day of August, 2014**, by and between Independent School District #709, a public corporation, hereinafter called District, and **Jessica Vargason**, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: (insert as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of **August 18, 2014**, and shall remain in effect until **June 30, 2015**, 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.** Please see attached job description.
3. **Background Check .** (Applies to contractors working independent with students)

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

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 at the rate of **\$27.00 per hour up to a sum not to exceed \$12,000**. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor.

This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709
DULUTH HEAD START

Chair

Clerk

James M. Rees
Program Director

W. C. Hanson
Director of Business Service

CONTRACTOR

Head Start Nutritionist
Title

Jessica Vargason
Title

~~XXXXXXXXXXXXXXXXXXXX~~
Taxpayer Identification Number

**DULUTH HEAD START
JOB DESCRIPTION**

JOB TITLE: Head Start Nutritionist/Dietitian

IMMEDIATE SUPERVISOR: Head Start Director

DEPARTMENT: ISD 709 E-12 Operations

PAY GRADE ASSIGNMENT: \$27.00 per hour

MINIMUM QUALIFICATIONS: Minimum Bachelor's degree in health, nutrition or related field and possesses a current registration with the Commission on Dietetic Registration of the American Dietetic Association or be eligible, registered and ready to take the examination. Have a current valid driver's license and access to reliable transportation.

DESIRED QUALIFICATIONS: Coursework and/or experience with families from a variety of social and cultural backgrounds and families living in economic poverty. Ability to demonstrate effective verbal and written communication skills and to work independently.

DUTIES AND RESPONSIBILITIES:

Overseeing program operations and compliance with Head Start Performance Standards and regulations in the area of food and nutrition;

Consult with the Health & Nutrition Services Coordinator;

Review all child files for dietary and nutritional needs;

Develop monthly menus for breakfast, lunch and snack that meet nutritional guidelines and work with school district food service department to coordinate meal service;

Reflect cultural and ethnic preferences, and include a wide variety of foods;

Work with food service, nurse and families on special diets for identified food allergies

Monitor food safety practices;

Train staff on food safety and proper serving procedures in accordance with Head Start performance standards;

Monitor hemoglobin levels, height and weight on all children in order to identify potential problems and provide follow-up;

Monitor and coordinate oral health activities in the program;

Provide nutrition counseling and education to individual parents regarding the nutritional needs of their children;

Provide information and materials for nutrition education activities in the classroom;

Coordinate and provide nutrition education at parent meetings;

Consult with teachers regarding concerns about children's eating;

Update and revise nutrition area of the program plan;

Serve as liaison to nutrition and food resources in the community;

Member of Head Start Health Advisory Committee;

Other duties as assigned by supervisor.



UNIVERSITY OF MINNESOTA

USE AND SERVICES AGREEMENT

THIS USE AND SERVICES AGREEMENT (the "**Agreement**") is entered into effective as of the date of last signature below by and between Regents of the University of Minnesota, a Minnesota constitutional corporation the ("**University**"), and Duluth Public Schools ISD 709, a Minnesota public school district ("**Licensee**"). This Agreement is entered into by the University of Minnesota Real Estate Office on behalf of the University of Minnesota Duluth Department of Communication Sciences and Disorders (the "**Department**").

RECITALS

WHEREAS, Department operates the Robert F. Pierce Speech-Language-Hearing Clinic on University's Duluth campus located at 156 Chester Park, 31 West College Street, Duluth, MN 55812 (the "**Clinic**"); and

WHEREAS, Licensee desires to use space in the Clinic to conduct audiological assessment of eligible students in Licensee's school district ("**Licensee's clients**"); and

WHEREAS, University is willing to permit Licensee to use certain space, equipment, materials and services in the Clinic, all as further described and subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises and the provisions contained herein, the parties agree as follows:

1. **Grant of License.** University grants to Licensee a non-exclusive license for shared use of the laboratory and testing booth and exclusive use of Room 176 in the Clinic, as shown on the attached Exhibit A, for the sole purpose of conducting audiological testing and assessments of Licensee's clients, during normal business hours and by appointment only, and for no other purpose. In connection with such use, University grants to Licensee, on a non-exclusive basis, reasonable use of telephones located in the Clinic (for local calls only), use of one parking place for Licensee's audiologist, and of general parking for Licensee's clients. Licensee's use of the laboratory and testing booth shall be scheduled in advance with University. Licensee shall be required to provide all assessment and evaluation templates and documents for Licensee's clients seen at the Clinic.

Licensee acknowledges and agrees that University, its agents, employees, invitees, licensees and students may use any portion of the Clinic for any purpose whatsoever and at any time during the term of the License, provided that University does not unreasonably disturb Licensee's use of the Clinic as provided in this Agreement. Licensee shall use the Clinic in accordance with the terms and conditions of this Agreement, all University rules and regulations and all federal, state and local laws, ordinances, rules and regulations (including copyright or similar laws).

2. Description of Services. In connection with the license granted in Section 1, University shall render to Licensee for its reasonable and non-exclusive use during normal business hours the following services during the term of this Agreement:

2.1 Calibration of Audiological Equipment. University shall conduct calibration of Licensee's portable audiometers, tympanometer and hearing test box (the "Equipment") on a schedule in accordance with professional practice standards.

2.2 Secretarial Services. University shall provide secretarial services to Licensee for scheduling of Licensee's testing of Licensee's clients. University shall be responsible for all employer obligations of University employees providing such secretarial services. All testing of Licensee's clients must be scheduled through University's secretary.

2.3 Office Supplies, Lab Materials and Services. Licensee may use lab supplies (towels, swabs and equipment cleaning supplies, diagnostic tests), office supplies (folders and blank client logs), Ethernet, the postage meter and the copier located in the Clinic.

Except as described in this Section 2, no other equipment and services shall be made available to Licensee by University.

3. Term; Renewal and Termination.

3.1 Term. The term of this Agreement shall be ten months, beginning on September 1, 2014 and ending on June 30, 2015, unless earlier terminated pursuant to Section 3.2 or 13 below.

3.2 Renewal. This Agreement may be renewed for subsequent annual terms (July 1 – June 30) upon mutual written agreement of the parties.

3.3 Termination. Either party may terminate this Agreement at any time without cause, upon 60 days' written notice to the other. Upon such termination, Licensee shall make payment of amounts owing to University through the termination date. In the event the Clinic become unusable for the purposes contemplated herein due to fire or other damage or destruction through no fault of Licensee, Licensee shall have the right to immediately terminate this Agreement as of such date and upon payment of all amounts owing to University through the date of termination.

4. Fees. For use of the Clinic and the services described in Sections 1 and 2 above, Licensee shall pay University as follows (altogether, the "Fees"):

4.1 License Fee. Licensee agrees to pay to University a license fee for use of the Clinic in the amount of \$100.00 per month, in advance, on or before the first day of each month.

4.2 Fee for Calibration Services. Licensee agrees to pay to University for calibration of Equipment the amount of \$183.00 per month, in advance, on or before the first day of each month. Such fee shall be due and payable regardless of whether Licensee actually uses the Equipment during the applicable month.

4.3 Fee for Secretarial Services. Licensee agrees to pay to University a fee for secretarial services in the sum of \$472.60 per month, in advance, on or before the first day of each month. Such payment shall be due and payable regardless of the amount of secretarial services used by Licensee during the applicable month.

4.4. Additional Fees. Licensee shall pay a charge of \$2.00 for each of Licensee's clients served in the Clinic and a photocopying fee of \$0.10 per page. Licensee shall pay such fees within 10 days of receipt of an invoice from University.

If the Term commences on a day other than the first day of the month, or terminates on a day other than the last day of a month, or both, the Fees payable for the partial month(s) shall be pro-rated on a daily basis. If Licensee fails to make any payment within 10 days after the payment is due, Licensee shall be obligated to pay a late payment fee of five percent of the overdue amount, and, in addition, any payment which is not paid within 30 days after the amount is due shall bear a finance charge at an annual rate of 12%, one percent per month, from the first day due until paid. Payments received will be applied first to the late payment fee, then to the finance charge, and then to the base amount due. A fee of \$20.00 shall be paid by Licensee for all checks returned by the bank due to insufficient funds, account closed, or for any other reason.

5. Environmental. Licensee will not install, use, generate, store, or dispose of in or about the Clinic any hazardous substance, toxic chemical, pollutant, or other material regulated by the Comprehensive Environmental Response, Compensation and Liability Act of 1985 or the Minnesota Environmental Response and Liability Act or any similar law or regulation, including without limitation any material containing asbestos or PCBs (collectively "Hazardous Materials") without University's prior written approval of each Hazardous Material. Licensee will indemnify, defend and hold harmless University from and against any claim, damage, or expense arising out of Licensee's installation, use, generation, storage, or disposal of any Hazardous Materials, regardless of whether University has approved the activity.

6. Alterations. Licensee may not redecorate, change or alter the Clinic, nor may Licensee display any signs on or within the Clinic.

7. Personal Property. Licensee is responsible for loss of or damage to any personal property of Licensee, its guests, agents, employees or invitees, located within the Clinic before, during or after the term of the Agreement.

8. Liability. Licensee and University will each be responsible for their own acts and the acts of their directors, agents, employees and invitees, to the extent authorized by law, and will not be responsible for the acts of the other party, or its directors, agents, employees or invitees. Licensee's liability is governed by the provisions of Minnesota Statutes Chapter 466 and

University's liability is governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736 and other applicable law.

9. Insurance. Licensee will obtain and keep in force comprehensive general liability insurance, including coverage for bodily and personal injury, property damage, and professional liability, with limits of not less than \$1,000,000 each occurrence and \$3,000,000 combined single limit. Licensee will also obtain and keep in force workers' compensation and Part B Employer's Liability insurance to the extent required by law and furnish proof of such insurance upon request. Licensee may self-insure for the coverages required in this section.

10. Obligations at End of Use. Licensee will, at the termination or expiration of this Agreement, remove all of its personal property and equipment from the Clinic and leave the Clinic in the same good condition that existed when it took it, normal wear and tear excepted. Personal property not removed by Licensee will be considered abandoned and University may dispose of it as it as permitted by law.

11. Notices. All notices, demands, and communications under the terms and conditions of this Agreement shall be given in writing and sent by first class mail to the below addresses for each of the parties or to such other addresses as may from time-to-time be requested by University and Licensee.

If to University: University of Minnesota
Attn.: Leasing Manager
c/o Real Estate Office
424 Donhowe Building
319-15th Avenue SE
Minneapolis, MN 55455-0199

With a copy of
notices of default to: University of Minnesota
Office of the General Counsel
Attn.: Transactional Law Services Group
360 McNamara Alumni Center
200 Oak Street SE
Minneapolis, MN 55455-2006

If to Licensee: Duluth Public Schools, ISD 709
Attn: Bill Hanson, Director of Business & Finance
Central Administration Building
215 North 1st Avenue East
Duluth, MN 55802
Phone No.: 218-336-8704
Facsimile: 218-336-8773

12. License Only, Termination and Remedies. Licensee acknowledges that this Agreement represents a grant of a revocable license only, and not an easement, lease or other interest in real property. If Licensee fails to comply with the terms and conditions of this Agreement, University

will be entitled to immediately terminate this Agreement and exercise all other legal and equitable remedies available to University.

IN NO EVENT WILL UNIVERSITY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, LOST PROFITS OR LIKE EXPECTANCY DAMAGES ARISING OUT OF THE AGREEMENT.

13. Use of University Name or Logo. Licensee may not use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with University, Extension, SGE or the name of any representative of University without the written permission of University in each instance.

14. Assignment; Amendments. Licensee may not assign its rights under this Agreement. This Agreement will be amended only in a writing duly executed by all the parties to this Agreement.

15. Governing Law; Forum. The laws of the state of Minnesota will govern the validity, construction and enforceability of this Agreement. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement will be brought in the state courts of Minnesota.

16. Entire Agreement. This Agreement (including all exhibits) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement supersedes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.

17. Survival. Licensee's obligations under Sections 4, 5, 8 and 10 will survive the expiration or earlier termination of this Agreement.

18. Counterparts. This Agreement may be signed in counterparts, each of which will constitute an original, and all of which together will constitute one fully executed Agreement.

IN WITNESS WHEREOF, University and Licensee hereby execute this Agreement.

Regents of the University of Minnesota

By: _____
Name: Susan Carlson Weinberg
Title: Director of Real Estate
Date: _____

Duluth Public Schools, ISD 709

By: WCHanson
Name: Bill HANSON
Title: CFO
Date: 8/28/14

EXHIBIT A
Depiction of Clinic

