

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 3rd day of August, 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Ted Schick, Schick Corporate Learning, 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 29, 2017, and shall remain in effect until August 30, 2017, 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.** (Speaker for the Back to <sup>School</sup> Session for Child Nutrition)

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 \$1,000.00. 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 \_\_\_\_\_, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> 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 \_\_\_\_\_ (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>
Douglas Hasler	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>
Pamela Bowe, R.D.L.D.	Food Service Director

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.

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

*[Signature]*  
Chair

*[Signature]*  
By *TL Schick*  
*owner, Schick*

*[Signature]*  
Clerk  
*Paula Bowa*  
Program Director

Title *Corporate Learning*  
27-3037074  
Taxpayer Identification Number

*[Signature]*  
*Douglas A. Hoek*  
Director of Business Service

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 7<sup>th</sup> day of September, 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Tara Frisbie, R.D., 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 7, 2017, and shall remain in effect until June 30, 2018, 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.** Work with Child Nutrition on nutritional menu analysis, menu compliance and special diet menus as scheduled by the Food Service Supervisor.
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 rate of \$22.00 per hour not to exceed \$5, 000. 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 \_\_\_\_\_, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> 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 \_\_\_\_\_ (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.

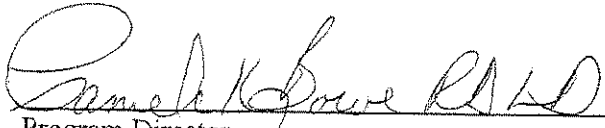
21. **Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations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



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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

  
Program Director

  
Name

  
Director of Business Service

On file with the district  
Taxpayer Identification Number

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 24th day of August, 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Kathy Hermes; Together for Youth / Lutheran Social 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 8/24/17, and shall remain in effect until 6/15/18, 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 professional development to District Employees for up to 20 hours of training at \$85 per hour, not to exceed 20 hrs or \$1700. 2 trainings currently scheduled on 8/29/17 10:45am-Noon with Paraprofessional employees at East and 1-3:30pm with Early Childhood employees at Denfeld. Other dates to be determined as needed.

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

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

4. **Reimbursement.**

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$85 per hour, not to exceed \$1700 for 20 hrs of training. 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 Ron Lake, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> 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 Kathy Hermes; Lutheran Social Services, 424 West Superior Street, Suite 204, Duluth MN, 55802.

11. **Assignment.**

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

12. **Modification or Amendment.**

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

13. **Governing Laws.**

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

14. **Entire Agreement.**

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

15. **Cancellation.**

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

16. **Data Practices.**

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

17. **Insurance.**

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

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

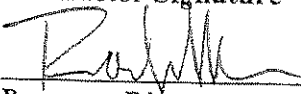
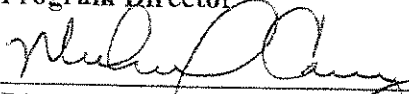

**Workers' Compensation Insurance:**

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

**Commercial General Liability:**

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

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

Contractor Signature	SSN/Tax ID Number	Date
 RON LAKE		8/24/17
Program Director		Date
		8/24/17
Director of Curriculum and Instruction		Date
		8/28/17
CFO/Director of Business Services/Superintendent of Schools		Date

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

Kathleen A. Hermes \_\_\_\_\_ 8-29-17  
Contractor Signature SSN/Tax ID Number Date

James M. Bean \_\_\_\_\_ 8-29-17  
Program Director Date

\_\_\_\_\_  
Director of Curriculum and Instruction Date

\_\_\_\_\_  
CFO/Director of Business Services/Superintendent of Schools Date

**Amendment to LSC Contract Agreement for 2017-2018 School Year**

Submitted prior to August 1, 2016 (No changes shall be revised after this date)

Change Requested: Add BIOL 1005 and 1140 taught by Alison Wood

Reason for Change: Addition of credentialed teacher

Payment change: \$14,000 (7 courses at \$2,000 per course)

**REVISED COURSE LIST**


The following courses will be covered under this Concurrent Enrollment agreement:

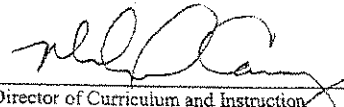
Course	Title	Credits	HS Instructor	LSC Faculty	Indicate Offerings (x)		
					Fall (Sept- Jan.)	Spring (Jan-June)	All Year (Sept-June)
*ALTH 1400	Intro to Allied Health (D&E)	2	Kimberly Olson	TBD	X		
*ALTH 1410	Medical Terminology (D&E)	1	Kimberly Olson	TBD	X		
*BIOL 1005	Intro to Cell Biology (E)	1	James Kyes	TBD			X
*BIOL 1140	Human Anat & Phys (E)	4	James Kyes	TBD			X
** *BIOL 1005	Intro to Cell Biology (D)	1	Alison Wood	TBD			X
** *BIOL 1140	Human Anat & Phys (D)	4	Alison Wood	TBD			X
MATH 1150	Pre-Calc (E)	5	Peter Graves	TBD			X
MATH 1150	Pre-Calc (D)	5	Ed Lewis	TBD			X
MATH 1150	Pre-Calc (E)	5	Bill Garnett	TBD			X
NUNA 1420	Nursing Asst/HHA (D&E)	4	Kimberly Olson	TBD		X	

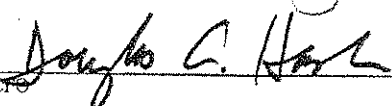
\*Courses are considered one course for one fee.

\*\*Contingent upon submission and approval of Educational Plan

**Duluth Public Schools**

  
\_\_\_\_\_  
Superintendent or Assistant Superintendent

  
\_\_\_\_\_  
Director of Curriculum and Instruction

  
\_\_\_\_\_  
CFO

8/16/17  
\_\_\_\_\_  
Date

**Lake Superior College**

\_\_\_\_\_  
Jenna Trenberth, College in the Schools Coordinator

\_\_\_\_\_  
Melissa Lenc, Director of Admissions

\_\_\_\_\_  
Michael Seymour, VP Academic & Student Affairs

\_\_\_\_\_  
Date

\*Note: Contract not valid until all signatures are obtained Cc: LSC Business Office



2017- 2018 Concurrent Enrollment  
Between  
Lake Superior College  
And  
Duluth Public Schools ISD #709



### PURPOSE

The Concurrent Enrollment or College in the Schools (CITS) program is available as part of the Post-Secondary Enrollment Option program. CITS allows high school students to earn both high school and college credit for classes offered through a high school and taught by a high school teacher.

This agreement between Duluth Public Schools (ISD #709) and Lake Superior College, Duluth, Minnesota is effective for the 2017-2018 academic year. The intent of this agreement is to provide Duluth Public Schools students an opportunity to enroll in Lake Superior College courses through Concurrent Enrollment to create a seamless educational path for area high school students. Lake Superior College will work cooperatively and in partnership with high school personnel and students to process registrations, validate course competencies, and transcribe grades.

### COST

The cost to the high school is **\$2,000 per course per teacher**. If one teacher teaches multiple sections, it is one fee; if more than one teacher is assigned to separate sections of the same course, there is an additional fee of \$2,000.00 per teacher. The billing date for courses is November 1, 2017 with payment expected 30 days later. The total cost is **\$12,000 for the courses listed (\$2,000 x 6 courses = \$12,000)**.

### TRANSCRIPTS

LSC College in the Schools staff works with high school staff to verify class rosters and final grades each term for the enrolled students, and LSC will record final course grades on an official LSC transcript. Students may request an official transcript by following the steps found here: <http://www.lsc.edu/current-students/records-registration/transcripts/>.

### STUDENT QUALIFICATIONS

Students must meet minimum requirements for PSEO enrollment. For more information, please see <https://mnscu.edu/admissions/pseo/index.html>.

#### Eligibility:

- Seniors must rank in the top half of their class or have a 2.5 cumulative G.P.A.
- Juniors must rank in the top third of their high school class or have a 3.0 cumulative G.P.A.;
- Sophomores may enroll in specific Career and Technical Education (CTE) courses if they achieved the composite proficiency level of “meets or exceeds” on the 8<sup>th</sup> grade MCA reading test.
- Students must also meet the pre-requisites of individual courses, which may include Accuplacer scores, ACT scores, or prior college coursework.

### INSTRUCTOR QUALIFICATIONS

High School instructors of CITS courses must meet the minimum qualifications set by the Minnesota State College Faculty Association and Minnesota State Colleges and Universities. Please refer to the following link: <http://www.cfc.mnscu.edu/fields/Code/credentials.php>

### COLLABORATION REQUIREMENTS

#### Lake Superior College College in the Schools Staff

- Complete registration for each CITS class.
- Maintain registration, waiver, and grade records for all completed CITS classes.
- Adjust records for student in accordance with add/drop and withdrawal policies.



- Provide high schools with course outlines for each CITS class.
- Inform CITS students about academic and student support services available to all college students.
- Provide necessary registration, withdrawal, and add/drop policy tools and information.
- Provide transcript request information to all students.
- Send class lists to high school as soon as the registrations are complete.
- Work with each high school to ensure that CITS class lists are correct.
- Work with each high school to ensure all grades are submitted and transcribed.

#### **Lake Superior College Faculty Mentors:**

- Arrange to guest lecture if requested by the high school instructor.
- Collaborate with the high school CITS instructor to clarify approved college course outline and outcomes, to create a syllabus with the CITS instructor, and to verify the syllabus meets college criteria.
- Extend invitations to appropriate campus-based faculty development activities to CITS teachers.
- Meet regularly (face-to-face, email, telephone) with high school CITS instructor and monitor assignments, exams, projects, and instructional effectiveness to ensure course meets the learning outcomes in the LSC course outline.
- Make at least one visit to the high school per course.
- Upon request, provide current college text information, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school CITS teacher's use.
- Provide instructors who have taught the course previously with copies of new course outlines, new calendars, schedules, or other information as courses change.
- Create records of site visits and course evaluations per NACEP accreditation requirements.
- Support CITS instructors, giving additional time and attention to instructors new to the program.

#### **High School Instructors, Administrators, and Staff:**

- Notify parents/students of CITS course offerings and student eligibility.
- To the extent possible, provide counseling services to students and their parents or guardian before students enroll in CITS courses to ensure students and their parents/guardians are fully aware of the risks and possible consequences of enrolling in CITS courses.
- Agree to terms of the LSC policy for add/drop processes and withdrawals and contact the LSC CITS staff for withdrawals in accordance with LSC policy.
- Collaborate with LSC staff to administer Accuplacer test to potential CITS students and/or provide ACT scores to assure compliance with PSEO eligibility requirements.
- Ensure completion of LSC registration forms and verify class rosters.
- Assign final, whole letter grades to each student on the class rosters provided by LSC's CITS staff and share grades with LSC CITS staff for recording.
- Meet regularly (face-to-face, email, telephone) with LSC faculty mentor.
- Provide LSC with a course syllabus and sample assignments, exams, projects for each CITS course to ensure the course meets the learning outcomes in the LSC course outline.
- Ensure teachers of CITS courses comply with the Minnesota State credentialing policy.
- Assist LSC staff in administering course evaluations for each CITS course in keeping with NACEP accreditation requirements.
- Participate in professional development opportunities offered by LSC in keeping with NACEP accreditation requirements.
- Sign CITS contract and return to LSC by April 28, 2017. Submit amendments by August 1, 2017 for the 2017-18 academic year. Submit new course proposals by April 28, 2017.

**COURSES**

**Cost: \$12,000**

The following courses will be covered under this Concurrent Enrollment agreement:

Course	Title	Credits	HS Instructor	LSC Faculty	Indicate Offerings (x)		
					Fall (Sept-Jan.)	Spring (Jan-June)	All Year (Sept-June)
*ALTH 1400	Intro to Allied Health (D&E)	2	Kimberly Olson	TBD	X		
*ALTH 1410	Medical Terminology (D&E)	1	Kimberly Olson	TBD	X		
*BIOL 1005	Intro to Cell Biology (E)	1	James Kyes	TBD			X
*BIOL 1140	Human Anat & Phys (E)	4	James Kyes	TBD			X
MATH 1150	Pre-Calc (E)	5	Peter Graves	TBD			X
MATH 1150	Pre-Calc (D)	5	Ed Lewis	TBD			X
MATH 1150	Pre-Calc (E)	5	Bill Garnett	TBD			X
NUNA 1420	Nursing Assit/HHA (D&E)	4	Kimberly Olson	TBD		X	

For multiple terms for a course, please indicate both terms with (x).

\*Courses are considered one course for one fee.

**SIGN  
HERE**



Duluth Public Schools

*[Signature]*  
Superintendent or Assistant Superintendent

*[Signature]*  
Director of Curriculum and Instruction

Lake Superior College

Jenna Trenberth, College in the Schools Coordinator

\_\_\_\_\_   
Melissa Leno, Director of Admissions

\_\_\_\_\_   
Michael Seymour, VP Academic & Student Affairs

6/14/17

Date

\_\_\_\_\_   
Date

\*Note: Contract not valid until all signatures are obtained. Please pay close attention to designated terms of course offerings as LSC faculty mentor assignments must be made prior to start of terms. Changes/amendments to this contract must be made by August 1, 2017 for fall semester terms. Additions to the contract for spring term only courses may be considered if requested and approved by December 1, 2017.

*[Signature]*  
CFO

### Contract Agreement

This Agreement, made and entered into this 1st day of August, 2017 by and between Independent School District #709, a public corporation, hereinafter called District, and Amy Anderson, and 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, 2017, and shall remain in effect until June 7, 2018 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 \$1,000. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
- 4. Requests for Reimbursement.** Contractor shall request reimbursement on a monthly 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. 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.
- 7. 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 Doug Hasler, Director of Budget & Finance, ISD709, Duluth Public Schools, 215 N. 1st Ave. E. Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 1705 University Ave NE, Minneapolis MN 55413. (Mailing address, including zip code.

Finance ISD709, Duluth Public Schools, 215 N. 1st Ave. E. Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 1785 University Ave NE, Minneapolis MN 55413. (Mailing address, including zip code.

- 9. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.
- 10. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.
- 11. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.
- 12. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.
- 13. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals", as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.
- 14. **Insurance.** (If applicable)

As evidence of their assent to the terms and conditions of this agreement, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Independent School District #709

Contractor

Chair

Amy Anderson  
Name

Clerk

Independent Contractor 8/1/17  
Title Date

Program Director

Taxpayer Identification Number

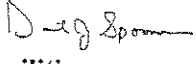
Director of Budget and Finance

Date

Sent from my iPhone

On Aug 25, 2017, at 10:01 AM, Tonya Sconiers <tonya.sconiers@me.com> wrote:

# Memorandum

**To:** Doug Hasler  
**From:** Dave Spooner   
Manager of Facilities  
**Date:** August 29, 2017  
**Re:** HVAC Temporary Winter Position

The District HVAC shop employs two personnel that maintain heating and ventilation systems district-wide. These positions are housed and work out of Facilities Management.

Currently we have 3 vacant buildings, which need inspection 3 times per week to ensure heating systems are operating correctly, and that there are no hazards that could impact building integrity. This weekly effort consumes 3 hours of time each day, with 9 hours total over the three days each week.

To properly focus our in-house staff on current regular work, I am recommending we temporarily hire John Hoban, in a similar manner as years past, to perform this vacant building inspection task, for a time period not to exceed 26 weeks, and a cost not to exceed \$10,000.

**Recommendation:**

I am recommending that we enter into agreement with John Hoban, in a temporary manner not to exceed 26 week, and not to exceed \$10,000, as per attached contract.

Enclosure(s)

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 19<sup>th</sup> day of September, 2017, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and Mr. John K. Hoban, 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 ISD 709 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 Monday, October 30, 2017, and shall remain in effect until Friday, April 27, 2018, 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.** To work in the capacity as a School Equipment Maintenance Mechanic, performing work as assigned or directed, between the hours of 6:00 AM to 2:30 PM, Monday through Friday, for up to 26 weeks. Tasks assigned will be directly related to the attached position description. (Addendum A)
3. **Contract Documents.** It is understood that this Contract consists of the following:
  1. Printed Memoranda of Agreement;
  2. Any other documents identified by ISD 709.
4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at a rate of \$32.68 per hour, up to a sum not to exceed \$10,000.00.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
  - a. Payment shall be made by ISD 709 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 ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of any such item. ISD 709 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 ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.
7. **Independent Contractor.** Both ISD 709 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 ISD 709. 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.

8. **Indemnity and defense of ISD 709.** Contractor shall indemnify, hold harmless and defend ISD709, its employees, agents, successors and assigns, and their respective shareholders, directors, officers, employees and agents against and in respect to any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities, general losses, costs and reasonable attorneys' fees, court costs and litigation expenses (collectively "Liabilities") which may arise out of, relate to or result from any act or omission of the Contractor.

In the event that Contractor breaches its obligation to defend, indemnify and hold ISD 709 harmless, then in addition to its other damages ISD 709 shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

9. **Notices.** All notices to be given by Contractor to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of Dave Spooner, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: John K. Hoban, 3352 Lindahl Road, Duluth MN 55810

10. **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 ISD 709.

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

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

13. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon 7 days written notice to the other party as provided for in this Agreement.

14. **Representatives of ISD 709.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

<u>ISD 709 Employee</u>	<u>Position</u>
Douglas Hasler	CFO

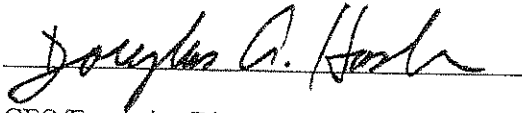
The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

<u>ISD 709 Employee</u>	<u>Position</u>
David Spooner	Manager of Facilities

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



CFO/Executive Director of Business Services

---

Date

8/30/17

---

Date



## AGREEMENT

**THIS AGREEMENT**, made and entered into this **23rd day of August, 2017**, 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 21, 2017**, and shall remain in effect until **June 30, 2018**, 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 1<sup>st</sup> 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

CONTRACTOR- Nutrition Services Coordinator  
*Jessica Vargas 08/23/17*

Chair

Title

Clerk

Title

*[Signature]*  
Program Director

Taxpayer Identification Number

*[Signature]*  
Director of Business Service

**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.

Contract between Duluth Public Schools  
And  
Emily Engel

THIS CONTRACT, entered into this August 24th, 2017 by and between Duluth Public Schools (hereinafter referred to as DISTRICT), and Emily Engel (hereinafter referred to as CONSULTANT).

NOW THEREFORE, the parties hereto agree as follows:

1. Consultant shall perform the following tasks: Deaf Hard of Hearing Interpreter for Special Education as needed.

2. Consideration and Conditions of Payment

a. In consideration for services provided under the terms of this contract, DISTRICT shall pay CONSULTANT per unit rate at the rate of \$40 per hour. This contract for consultant services shall observe a 48 business hour cancellation policy whereas services that are canceled 48 hours or more before the service date will not be billed. The CONSULTANT requires a two hour minimum (appearance fee). Also there will be a 10% differential for nights and weekends. Payments shall be made upon presentation of an invoice within 30 days of date of invoice. Total value of this contract shall not exceed \$6,000.



3. Term

This contract shall become effective on August 24th 2017 and shall remain in effect until June 9 2018. This contract may be cancelled prior to said termination date by either of the parties hereto upon thirty (30) days written notice and without showing cause.

4. Under this Contract the CONSULTANT is an independent contractor and is not an agent or an employee of the DISTRICT. CONSULTANT shall have no claim against the DISTRICT for vacation pay, sick leave, retirement benefits, social security, worker's compensation benefits, health or disability benefits, unemployment insurance, or employee benefits of any kind. The CONSULTANT shall be responsible for paying all taxes.

5. No changes may be made in the terms or conditions of this contract except by the mutual written consent of the parties hereto.

6. All services provided under this contract shall be performed to the DISTRICT. In the event that this contract is canceled prior to the termination date specified in clause 3, CONSULTANT shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

<u>Emily J Engel</u>	<u></u>	<u>8/24/17</u>
Consultant's Name	Consultant's Signature	Date
<u></u>	<u></u>	<u>8/28/17</u>
District's Representative	Representative's Signature	Date

## INDIVIDUAL OR AGENCY – INTERPRETER AGREEMENT

This Consultant Agreement is by and between KY Interpreting Services and ISD 709. Services to be provided and other details have been listed below.

Name/Agency: Amanda Gilderman

Address: 5278 S County Road P, Poplar, WI 54864-9114

Telephone #(s): 218-393-1882 cell 715-364-2922 home

Social Security or  
Federal ID Number:

Description of Service

to be Provided: Interpreting Services as needed by the school district

Population to be

Served: students and staff requiring ASL-English interpreting Services

Location and times of Services: Any ISD 709 location

Required Qualifications: Nationally Certified Interpreter

File Folder # If Needed:

Date(s) of Service: 8/9/2017-7/31/2018

Rate of Pay: \$ 42 per hour with a two hour minimum

Invoicing Procedure: Payment due upon receipt of invoice

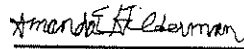
Cancellation Requirements: Organization reserves the right to cancel this agreement due to severe weather or low enrollment. In either case, organization assumes no financial obligation for this agreement

Relationship: The parties hereto are independent contractors. Nothing in this Agreement shall be understood or construed to create or imply any relationship between the parties in the nature of any joint venture, employer/employee, principal/agent or partnership. The provider shall not become an employee of the Agency by acting under this Agreement and the provider shall be responsible for the payment of any taxes, fees or costs resulting from the above compensation. If the compensation reaches \$600 or more, a 1099 will be issued to this provider at the end of the calendar year.

Miscellaneous: This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of MN. This Agreement may not be assigned without the written consent of the other party. Any copy of this document shall be considered to have the binding and legal effect of an original document. Contract not to exceed \$6,000.00

### SIGNATURES

  
ISD 709 Representative \_\_\_\_\_ Date

 8/9/2017  
Amanda Gilderman \_\_\_\_\_  
Interpreter Date

RECEIVED

AUG 21 2017

HUMAN RESOURCES

INDIVIDUAL OR AGENCY - INTERPRETER AGREEMENT

This Consultant Agreement is by and between KY Interpreting Services and ISD 709. Services to be provided and other details have been listed below.

Name/Agency: KY Interpreter Referral Services  
Address: 3251 Dahl Rd Duluth, MN 55804  
Telephone #(s): 218-393-3504

Social Security or Federal ID Number: [REDACTED]

Description of Service to be Provided: Interpreting Services as needed by the school district  
Population to be Served: students and staff requiring ASL-English interpreting Services

Location and times of Services: Any ISD 709 location

Required Qualifications: Nationally Certified Interpreter File Folder # If Needed:

Date(s) of Service: 7/1/17 - 6/30/18

Rate of Pay: \$ 65/hour - 2 hr Base rate

Invoicing Procedure: Invoices will be submitted monthly

Cancellation Requirements: Organization reserves the right to cancel this agreement due to severe weather or low enrollment. In either case, organization assumes no financial obligation for this agreement

Relationship: The parties hereto are independent contractors. Nothing in this Agreement shall be understood or construed to create or imply any relationship between the parties in the nature of any joint venture, employer/employee, principal/agent or partnership. The provider shall not become an employee of the Agency by acting under this Agreement and the provider shall be responsible for the payment of any taxes, fees or costs resulting from the above compensation. If the compensation reaches \$600 or more, a 1099 will be issued to this provider at the end of the calendar year. Not to exceed \$6,000.

Miscellaneous: This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of MN. This Agreement may not be assigned without the written consent of the other party. Any copy of this document shall be considered to have the binding and legal effect of an original document.

SIGNATURES

[Signature]  
ISD 709 Representative Date

[Signature] 8/3/17  
Interpreter Date





**TIES Consulting Services**  
**STATEMENT OF WORK**  
**Fixed Charge Project**

**Independent School District #709**  
215 North 1st Avenue East  
Duluth, MN 55802

**Primary Contact:** Bart Smith Phone 218-236-8700ext1136 email bart.smith@isd709.org

This Statement of Work describes a **Fixed Charge Project**. This is for a specific project or task with a specified completion. It defines the scope, estimates labor costs and specifies other purchases and expenses needed to complete the work as defined. Work will be billed at a specified amount regardless of hours used. Subcontractor costs may be variable.

***Project Name***

Independent School District #709

***Project Summary Description***

Professional development training on cybersecurity

***Project Timeline***

Completion: August 29<sup>th</sup>, 2017

***Project Scope and Deliverables***

1. Presentation
2. Q&A Sessions

***Items Out of Scope***

All requests or previously unidentified tasks outside the scope of this project or task as described in this Statement of Work will be considered as additional work and will be added as a separate project or task. A Change Order addendum will be added or an additional Statement of Work will be created and work will be billed as an additional or separate cost.

Out of Scope Items:

***Projected TIES Staff:***

Ryan Cloutier Principal Security Architect

### ***Recommended Products***

Microphone, Projector, Internet connection

### ***Prerequisites, Assumptions and Customer Responsibilities***

#### Prerequisites and Assumptions:

1. TIES consultants will have access to the work areas in all appropriate locations during normal business hours.
2. Customer will be responsible to test functionality during the time period when TIES personnel are on-site.
3. Any changes to the project scope or deliverables as described here will require a written change order and will be charged and billed supplemental to this.

#### Customer to provide:

1. Supporting resources, facilities, equipment and local staff assistance as needed and applicable to the task
2. If requested, on-site technical contact while TIES personnel is on-site.

### ***Cost Estimate and Payment Summary***

Half day session of consulting including Travel time (millage list separately below)

**\$1,500.00 USD for the training session**

**\$35.00 for Meals**

**\$165 for Mileage**

**Lodging included**

**\$1,700.00 total Engagement Price**

Travel, Lodging and Related Expenses: Unless excluded or specified otherwise, all travel, lodging and related expenses will be expensed to the customer. Expenses will be at actual cost. Automobile expenses will be charged at the prevailing IRS mileage rate. Consultant travel time will be billed at half the current hourly rate for that consultant.

Materials and Supplies: While we attempt to estimate all costs involved in a project, additional materials and supplies that may be needed will be billed to the client at reasonable retail cost.

Work Outside Business Hours: Hourly rates are normally quoted based on standard Monday-Friday business hours. Work scheduled outside business hours (before 6AM or after 6PM weekdays, any time on weekends or holidays) will be billed at a 50% premium.

**Customer Acceptance**

Customer acknowledges that this Statement of Work correctly describes the scope of work desired, that the projected timelines are acceptable, that all prerequisites and assumptions are accurate, that all customer responsibilities will be met in a timely manner, and that all invoices will be paid when due.

Customer also acknowledges receipt of the accompanying TIES Technical Services Master Services Agreement that is hereby incorporated by reference.

The individual named below is executing this Contract on behalf of the Customer and is duly authorized to make the representations contained herein.

1 Douglas A. Hasler  
Signed  
Douglas A. Hasler  
Printed name

8/24/17  
Date

**Completion Acknowledgement**

Customer acknowledges that all work described in this statement of work and any addenda is complete and satisfactory.

Douglas A. Hasler  
Signed  
Douglas A. Hasler  
Printed name

8/24/17  
Date

August 16, 2017



Duluth Public Schools  
Mr. Bart Smith  
215 North First Avenue East  
Duluth, Minnesota 55802

The Westlund Group, Inc.  
12527 Central Ave NE  
Suite 310  
Blaine, MN 55434

Dear Mr. Smith:

Thank you for the opportunity to propose Technology Consulting services to assist Duluth Public Schools in the review and updating the District's Telecommunications Standards.

1. Scope of Basic Services included:

A. Coordination and Meetings:

- Meeting with Duluth Public Schools Staff.
- Review existing systems effectiveness.
- Research and review available documents.
- Research available product for review and recommendations.

B. Provide, in PDF format, proposed District Standards for:  
Telecommunications Cabling System.  
Classroom Presentation System.

2. Professional Services Fee:

We propose a fee of \$3,150.00 that will be invoiced monthly on an estimated percentage completed basis, plus reimbursable expenses.

3. Reimbursable Expenses:

Reimbursable expenses will be invoiced at actual cost. These expenses include, but may not be limited to, mileage at federal rate, lodging, per diem for meals, postage and delivery charges, specification and drawing reproduction.

4. Additional Services:

Additional services are work that is not defined and included above. This work will be completed after written authorization is received to proceed from a Duluth Public Schools authorized representative.

If the matters addressed above correctly set forth your understanding of our agreement, please indicate your acceptance and approval below and return one signed copy to The Westlund Group as our authorization to proceed.

We will be happy to meet with you and your staff to discuss any of these items as described above, at your convenience.

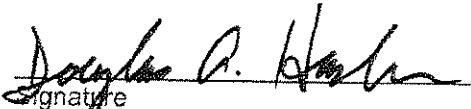
We look forward to working with you on this project. If you have any questions on the above information or would like to discuss any portion of this proposal in greater detail, please feel free to contact me at 763-767-2534 or email me at [jwestlund@thewginc.com](mailto:jwestlund@thewginc.com).

Sincerely,

The Westlund Group, Inc.

Jeff Westlund, RCDD, CTS  
President

Accepted and agreed to on this date 8/21/17, 2017, by Duluth Public Schools

  
Signature

Douglas A. Hasler  
Printed

CFO  
Title

5. Other Terms:

This agreement shall be interpreted and enforced in accordance with the laws of the state of Minnesota.

Payments for professional services rendered and for reimbursable charges will be made within thirty days of receipt of invoice. Payments due under this Agreement will include a service charge of one percent (1.0%) per month on any amount not paid within thirty (30) days of receipt of invoice.

The Westlund Group, hereafter referred to as "TWG", agrees to use our best efforts in the performance of our Services. The Basic Services covered by this Agreement are estimated to be completed within three(9) months of the date hereof. If, at no fault of TWG, the Basic Services have not been completed, an extension of TWG's services beyond that time shall be compensated.

It is recognized that TWG has no control over the cost of materials or labor, competitive bidding, market or negotiating construction costs. Consequently, TWG cannot and does not warrant that bids or negotiated prices will not vary from any estimate or evaluation prepared.

Duluth Public Schools, hereafter referred to as "the Client", shall appoint a sole Representative with full authority to provide or obtain any necessary information and approvals that may be required by TWG. The Client shall provide accurate and complete information and materials to TWG and shall be responsible for the accuracy and completeness of all information and materials provided. The Client guarantees that all materials supplied to TWG are owned by the Client or that the Client has all necessary rights in such materials to permit TWG to use them for the Project.

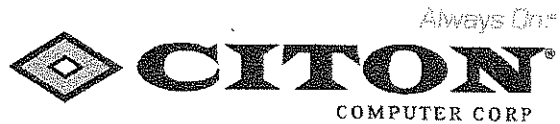
This Agreement may be terminated by either party hereto upon ten (10) days written notice in the event the other party breaches any significant terms or conditions hereof through no fault of the party initiating the termination. In the event that TWG was not at fault, then TWG shall be paid for all services rendered and reimbursable expenses incurred up to the date of termination and all termination charges.

Claims, disputes and other matters in question between the Client and TWG relating to this Agreement shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

This letter contains the entire agreement of the parties with respect to the subject matter hereof and supersedes any previous proposals, understandings, commitments or representations whatsoever, oral or written. This Agreement shall not be varied except by written agreement of the same or subsequent date signed on behalf the Client and TWG by their respective duly authorized representatives.

This agreement may be executed by separate instrument in any number of counterparts whether in form of purchase order, acknowledgment, acceptance or other documents. However, acceptance of this Agreement by separate instrument is limited to the terms hereof. Further, any use of documents or information prepared by TWG utilized by the client shall constitute acceptance in whole of this agreement.

**Aardvark Software as a Service Agreement**



This Aardvark Software as a Service ("Agreement") is made by and between The Citon Computer Corporation, a Minnesota corporation ("Citon") and ISD 709 Duluth Schools ("Customer") as of the 1st day of July, 2017. For purposes of this Agreement, the "Effective Date" is defined as the date upon which "Citon" begins delivering the Service.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Customer requests that the Services be provided to cover the equipment listed on Citon proposal # CCCQ47389.

**BACKGROUND RECITALS**

- A. Customer has asked Citon to provide and Citon has agreed to provide the following computer related "Services":
- Premium ransomware containment and mitigation protection
  - Automatic Version Upgrades - no software or labor costs to upgrade to new version
  - Access to Citon's Aardvark Ransomware Defense Console.
  - Malware Notification - notification to your IT staff or designated staff when ransomware is detected
  - Automatic continuous protection

(the "Services").

1. **Incorporation of Background Recitals.** The Background Recitals set forth for each service listed below are true and correct statements of fact and are hereby incorporated into this Agreement by reference.
2. **Authority and Capacity.** The parties signing this Agreement warrant and represent that they have full legal authority to enter into this Agreement and any documents attached hereto or incorporated herein by reference.
3. **Price and Payment Arrangements for Services.** The price for the Services shall be \$70.00 per month paid in advance prior to the first day of the month via ACH from Customer's checking or savings account beginning 7/1/2017. Customer authorizes Citon Computer Corp to deduct monthly payment amount in accord with automatic payment authorization form. If payment is not received by the 10<sup>th</sup> day of any month, Citon reserves the right to suspend services to Customer until payment in full has been made. Citon reserves the right to decline sale or service should Customer's account balance with Citon become past due. Partial months will be pro-rated. Work performed will be tracked on a monthly basis and Citon will provide written notice to Customer indicating if an adjustment to the monthly price (increase or decrease) will be applied. Any services performed outside the scope of this agreement will be quoted individually and will be subject to Citon's standard terms and conditions, with payment due 10 days after invoice date.

The monthly price for Services is broken down as follows as outlined in Citon Proposal # CCCQ47389  
One-time initial program launch of WAIVED to cover service setup, administrative costs and integration in to the Customer's network.

4. **Additional Equipment.** If Customer has or purchases additional equipment, the monthly fee for Services will automatically be increased at the beginning of the following month to cover the additional equipment based on the schedule above. Additional equipment must be inspected and certified as "fit for purpose" by Citon before it is covered under this service agreement.
5. **Equipment Retirement.** If Customer retires equipment that is not replaced in kind, the monthly fee for Services will automatically be decreased based on the schedule above at the beginning of the next month to account for the decrease in the need for support. Customer must notify Citon of the equipment retirement date via e-mail. Retroactive adjustments will not be made.
6. **Third Party Vendors Authorization.** Upon execution of this Agreement, Customer will provide Citon with letters of authorization to any computer or telephony related vendors authorizing Citon to request third party vendors' services

on Customers behalf and granting Citon access to all information necessary to perform said Services. Citon is not responsible for delays caused by third party vendors or costs incurred by Customer from third party vendors.

7. **Scheduled Maintenance Windows.** Citon will regularly install patches and critical updates to covered equipment to help ensure that Customer is protected against the latest vulnerability threats. For many of these updates to be installed properly, your server must be restarted. Citon will restart Customer's servers and/or workstations, as necessary, at an agreed upon time between Customer and Citon. If the expected downtime is greater than 15 minutes, Citon staff will contact Customer to inform of the outage. Customer reserves the right to request that Citon reschedule the outage to align with Customer's business needs.
8. **Rates.** Services and Products not covered under this Agreement shall be quoted separately and will be subject to Citon's Standard Terms and Conditions. Travel time for services covered under this agreement will not be billed. Travel time will be tracked on a monthly basis and Citon will provide written notice to Customer indicating if an adjustment to the monthly price (increase or decrease) will be applied. If additional trips on-site are required, travel time will be billed. Projects will be billed on a per project basis. Citon reserves the right to periodically increase its Base Rates, and will provide Customer with a minimum of 30 days written notice thereof.
9. **Term.** The Agreement Term shall commence upon the Effective Date and shall continue for a term of thirty-six (36) months. Once the Effective Date has passed, Customer must pay for the Services through the end of the Agreement Term regardless of whether Customer is actually using the Service throughout the duration of such Term. Following the expiration of the Agreement term and failure of the parties to enter into any agreement for extension thereof, this Agreement and Customer's right to use services shall continue in effect on a month-to month basis upon the same terms and conditions specified herein, unless terminated by either Customer or Citon upon thirty (30) days' prior written notice to the other party.
10. **Alterations to Services or Equipment.** If Customer alters any Services or Equipment covered under this Agreement without the express written consent of Citon, Customer does so at its own risk and expense. Citon shall not be liable or responsible for problems created as a result of Customer's alteration of Services, Equipment and/or Customer's network or system. If Customer wishes Citon to correct or fix its alterations or problems relating thereto, such Services by Citon will be considered a new project and Customer agrees that the same terms and conditions set out in this Agreement shall apply.
11. **Obligation to Back-up Software and Data.** Customer shall be responsible for maintaining backups of all critical software, documents, and applications on all of Customer's servers, workstations, personal computers, smart phones, etc as well as backups of all data on Customer's network. Customer is responsible for scheduling of backup jobs, changing of media and storage. In no event shall Citon be liable to Customer or any other person for any loss, cost or damage related to data. Citon recommends creation of a disaster recovery plan, with monthly test restores of backups and annual full tests of the plan, available from Citon as a special project outside the scope of this Agreement.
12. **Additional Terms and Conditions.** The parties agree that Citon's standard terms and conditions shall be incorporated into this Agreement. Customer acknowledges and agrees that it has read and understands Citon's standard terms and conditions. Anywhere a direct conflict exists between the Standard terms and Condition and this Agreement, the term in the Agreement shall prevail.
13. **Counterparts and Facsimile Signatures.** This Agreement may be executed in one or more counterparts and facsimile signatures shall be deemed as good as an original signature.
14. **Modification.** This Agreement may be amended or modified only in writing, signed by the parties.
15. **Binding Effect.** This Agreement shall be binding on all heirs, successors, and assigns of the parties.
16. **Entire Agreement.** This is the entire agreement between the parties regarding the services described. There are no other agreements or understandings, express or implied, except as set forth above.
17. **Other Client Responsibilities.** The following items will be the sole responsibility of Customer:
  - a. Customer will provide full and complete access, including admin usernames and password, to all equipment covered under agreement.



18. **Citon Service Stipulations.** The following stipulations are in place for the Services provided by Citon:
- Citon may, at its discretion, place any product, hardware or software, on a DNR (Do Not Resuscitate) list, if continued problems are encountered. Once an item is placed on a DNR list it is no longer covered under the terms of this agreement and any further support will be billed on a time and materials basis.
  - In the course of providing service to Customer end users, Citon will deploy agent based software on each covered device. Unless otherwise specified in writing by Customer, Customer acknowledges and grants Citon remote unassisted access to covered devices. Citon warrants that per its confidentiality agreement no confidential information will be accessed, stored, saved, copied or removed from Customer systems.
  - Citon adheres to I.T. industry standard best practices for all support and recommendations. If best practices warrant an upgrade to any equipment or software such upgrade will be considered a special project and will be quoted and billed individually.
  - In addition to the stipulations in Section 3, Citon shall implement an automatic yearly percentage increase for Services based on the current Consumer Price Index.
19. **Notifications and Response.** Ransomware notifications will be sent to contact designated by Customer, as well as Citon's Network Operations Center (NOC). Response to a ransomware attack will be acted upon by Citon's NOC during regular business hours as defined in Citon's Standard Terms and Conditions and will be billable as outside the scope of this Agreement.
20. **Remediation Services.** Remediation of a ransomware attack on a covered device will be billable as outside the scope of this Agreement. Citon recommends that Customer have a Citon approved backup solution in place and regularly tested to assist with remediation of a ransomware attack.
21. **Equipment Coverage.** All domain connected windows devices should have Citon Aardvark installed; if Aardvark is not deployed on a domain connected windows device the efficacy of the solution will be diminished.
22. **Policy.** Aardvark will be deployed in accordance with the ransomware defense policy created in conjunction with the Customer.
23. **EULA.** Customer understands and accepts the Aardvark End User License Agreement.
24. **Exclusions.** The Services to be provided pursuant to this Agreement shall not include work on or related to the following:
- Response to a ransomware attack outside of regular business hours is available via Citon's on-call engineer, and will be billable as out of scope.
  - Citon does not backup workstations under this Agreement. Attempted restoration of files or other data residing on the workstation is a special project not covered under the scope of this Agreement.
  - Remediation of any ransomware attack originating from a device WITHOUT Aardvark will be considered out of the scope of this Agreement, and billed as a special project.
  - If ransomware is detected on Customer's network and Customer decides to pay the ransom, the costs associated with that ransom will be paid 100% by Customer; in no circumstance will Citon directly pay or reimburse Customer for a ransom.

THE CITON COMPUTER CORPORATION

By \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

CUSTOMER:

By Joseph A. Hardin  
 Title CEO  
 Date 8/8/17