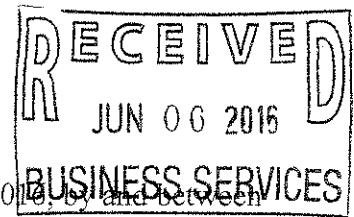


AGREEMENT



THIS AGREEMENT, made and entered into this 1st day of August 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and LeAnna Hudson, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 1, 2016, and shall remain in effect until June 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.** Support services include: Connecting with ISD 709 Families in Transition program coordinator to determine needs of families and students, meet with families in shelters or households to determine concerns and community support options, provide parenting support individually or in small groups at shelter and/or transitional housing sites, assist parents in maintaining appointments for children/youth within the community and school.
3. **Background Check.** (Applies to contractors working independent with students) Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.
4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$22,000. 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 _____, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail _____ (mailing address including Zip Code).

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

CONTRACTOR

Chair

Jenna Hudson
Title

Clerk

Parent Educator
Title

Program Director

Taxpayer Identification Number

W. Hanson 4/4/16
Director of Business Service

Philip Ray 6/3/16

Memorandum

To: Bill Hanson

From: Kerry M. Leider



Date: June 3, 2016

Re: Architectural Design Services for the Installation of Interior Windows at East High School – RW Fern Associates, Inc.

Attached find two (2) copies of the Agreement between Independent School District #709 and RW Fern Associates, Inc. to provide architectural design services for the installation of interior windows at East High School. The total estimated cost of this service is \$975.00.

I am recommending approval of the contract with RW Fern Associates, Inc. to provide architectural design services for the East High School interior window installation. If you concur, please sign both copies of the proposal and return them to the Facilities Management office for processing.

Attachments

AGREEMENT

THIS AGREEMENT, made and entered into 25th day of May, 2016 by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and RW Fern Associates, Inc. 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 May 25, 2016 and shall remain in effect until project is complete, 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 architectural design services for the installation of interior windows at East High School per proposal dated May 25, 2016.*
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Contractor's Quote; and
 3. Any other documents identified by ISD 709.
4. **Background Check .** *(N/A)*
5. **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 up to a sum not to exceed \$975.00. 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 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.
7. **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.

8. **Ownership of Materials.** ISD 709 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 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.

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 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.

11. **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 Kerry M. Leider, ISD 709, Duluth Public Schools, 215 North 1st 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: RW Fern Associates, Inc., 413 East Superior Street, Duluth, MN 55802

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 ISD 709.

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 ISD 709. 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 quoting requirements apply to this Contract that those requirements apply to the award and performance of this Contract.

The Regulations of ISD 709 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. ISD 709 shall be named an additional insured under said policy and proof of this insurance shall be provided to ISD 709. This insurance shall be in at least the amount of \$1,500,000.

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

23. **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> |
|-------------------------|-------------------------------|
| William Hanson | Director of Business Services |

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

| <u>ISD 709 Employee</u> | <u>Position</u> |
|-------------------------|---------------------------|
| Kerry M. Leider | Property and Risk Manager |

24. **Protection of ISD 709.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 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. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 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 ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

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 ISD 709 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

W. Hanson

CFO/Executive Director of Business Services

RW FERN ASSOCIATES, INC.

Robert W. Fern

By

PRESIDENT

Title

47-1893B27

Taxpayer Identification Number



**Letter of Agency
Regarding E-Rate Consulting Services
From July 1, 2016 through June 30, 2017**

The following statements define the level of support provided to **ISD #709 Duluth Public Schools** (hereafter 'the District') by **Arrowhead Regional Computing Consortium** (hereafter 'ARCC') as it relates to filing for E-Rate discounts through the Federal Universal Service Administrative Company/Schools and Library Division (hereafter 'USAC/SLD').

This Letter of Agency covers the discount application process and forms processing services to be provided within the period from **July 1, 2016** through **June 30, 2017**.

ARCC will provide the following E-Rate Support:

- **Information Sharing**
 - Will distribute E-Rate updates through a group e-mail list and quarterly newsletter as received and deemed appropriate.
 - Information will be collected from the USAC/SLD web site and the USAC/SLD weekly News Brief.
 - Additional information will be gathered from the State E-Rate Coordinator/E-Rate Central web site and E-Rate Central's weekly news posting.
- **Form 470 (Checklist for services a district is interested in receiving)**
 - Will provide the District with the draft and final copies of the eligible services listing when it is posted by USAC/SLD.
 - Will notify the District of timelines for submission of Form 470.
 - Will set up appointment with the District to assist in completing Form 470. Assistance can take the form of telephone guidance, on-site at ARCC guidance and, if necessary, in-district guidance.
 - Will provide data entry service on the form.
 - Will track progress of form and notify the District if meeting the deadline for submission or certification of form is in jeopardy.
 - The District will authorize and sign the Form 470 and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Form 471 (Actual request for discount)**
 - Will notify the District when "window" is open for submission of form 471 as announced by USAC/SLD.
 - Will set up appointment with the District to assist in completing form 471. Assistance can take the form of telephone guidance, on-site at ARCC office guidance and, if necessary, in-district guidance.
 - Will provide data entry service and will assist with electronic submission to USAC.
 - Will track progress of form and notify the District if meeting "window" for submission or certification of form is in jeopardy.
 - The District will authorize and sign the Form 471 and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Program Integrity Assurance (PIA) (USAC/SLD review and analysis of request)**
 - At request of the District, will assist in answering PIA questions.
 - ARCC is not able to track and does not receive a copy of PIA requests. The ultimate responsibility for responding and meeting the 14 day response deadline rests with the District.
-

Funding Commitment Decision Letter (Official award of E-Rate funding)

- Will check USAC/SLD web site on weekly basis once funding waves have started and will notify the District when their funding has been awarded and what the next step is in the process.
- **Form 486 (Notifies USAC/SLD that services have begun)**
 - Will notify the District when funding is received that they have 120 days to complete this form.
 - Will track Form 486 progress and notify the District if meeting deadline for submission or certification of form is in jeopardy.
 - The District will authorize and sign the Form 486 and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Form 472, Billed Entity Applicant Reimbursement (BEAR) (Requests discounts by check)**
 - Will work with the District to help meet BEAR deadlines.
 - + If the District requests assistance, will complete BEAR forms and send to District for signature and submission; billable on a \$100 per hour fee basis.
 - After end of E-Rate service year, will do periodic data downloads to ensure that the District has filed for appropriate discounts and that this step of the process was not overlooked.
 - The District will authorize and sign the Form 472 and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Other**
 - Will work with the District to assist in developing bid scoring rubrics and review annually to verify that they meet USAC/SLD requirements.
 - Will work with the District to provide forms and other tools to assist in E-Rate program as they are developed.
 - Will work as an intermediary between the District and the USAC/SLD help desk on questions regarding program rules and procedures.
 - + Will assist the District if they are selected for an USAC/SLD site visit or audit; billable on a \$100 per hour fee basis.
 - + Will work with the District if an appeal is deemed necessary and possible; billable on a \$100 per hour fee basis.


The District certifies that they are a school under the statutory definition of elementary and secondary schools found in the No Child Left Behind Act of 2001, 10 U.S.C. §7801 (18) and (38), that they do not operate as a for profit business and do not have endowments exceeding \$50 million dollars.

I understand that the District will be billed an annual fee for basic E-Rate consulting services received from ARCC of \$250.00 plus \$.20 per pupil unit, based on the prior year's fall enrollment. SLD site audits, appeals and BEAR completion services provided by ARCC, as identified above with a '+', are considered above basic services for which an additional fee of \$100 per service hour will be billed.

I certify that I am authorized to sign this Letter of Agency. I further certify that to the best of my knowledge, information, and belief, all information provided to ARCC for e-rate submission is true.



ISD709 - Duluth Public Schools
215 N First Ave E
Duluth, MN 55802
06/01/2016



Arrowhead Regional Computing Consortium
5 West First Street #300
Duluth, MN 55802
06/01/2016



ARROWHEAD REGIONAL COMPUTING CONSORTIUM (ARCC)

5 W FIRST ST STE 300

DULUTH MN 55802

218)723-1700

SD #709

DULUTH PUBLIC SCHOOLS

15 N FIRST AVE E

DULUTH MN 55802

Invoice #: 10158

Invoice Date: June 1, 2016

Payment Due: July 1, 2016

Invoice for 07/01/2016 - 06/30/2017 E-Rate Consulting Services

| # of Units | Unit Description | Service Category | Cost Per Unit | Annual Cost |
|----------------------|-----------------------|----------------------------------|---------------|--------------------|
| 1 | Annual Base | Contracted E-Rate Consulting Fee | 250.00 | 250.00 |
| 8.462 | FY15 Adj PU, Jan 2016 | Contracted E-Rate Service Fee | 0.20 | 1,692.40 |
| Total Invoice | | | | \$ 1,942.40 |

AGREEMENT

THIS AGREEMENT, made and entered into this 16 day of May, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Carolyn Gwinn, 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. **Date.** This Agreement shall be deemed to be effective as of June 6, 2016, and shall remain in effect until July 30, 2016 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Facilitate a guided reading workshop for Duluth Public Schools teachers who work in Title I buildings. This contract includes planning, the workshop and follow-up. The one session workshop will be held at Lincoln Park middle school from 8:30a.m. – 3:30p.m. June 30, 2016.
3. **Background Check .** (Applies to contractors working independent with students)

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 2500.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail in care of Karen Villeburn-Vranek, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail _____ (mailing address including Zip Code).

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

CONTRACTOR

Chair

Carolyn Gwinn
Carolyn Gwinn

Clerk

Gwinn Consulting, Inc.
Company

Program Director

~~XXXXXXXXXX~~
Taxpayer Identification Number

W. C. Hanson 6/21/16
Director of Business Service

~~XXXXXXXXXX~~ Ln NW
Andover, MN
55304

Michelle O'Neil 6/17/16

AGREEMENT

THIS AGREEMENT, made and entered into this day of 5/18/2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Jeremy Wilson, 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 05/18/2016, and shall remain in effect until 6/30/16, 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.** J. Wilson will be on contract with DPS American Indian Education Department to provide American Indian hand game classes and presentations to students/staff. His rate will be \$75.00 per session or \$600.00/all day.
3. **Background Check.** (Applies to contractors working independent with students)

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

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

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail Jeremy Wilson
203 S. 17th Ave. E. Apt. 2 Duluth MN 55815

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.

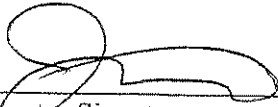
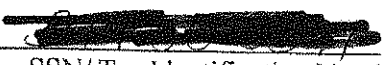
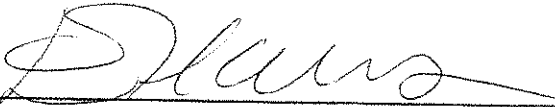
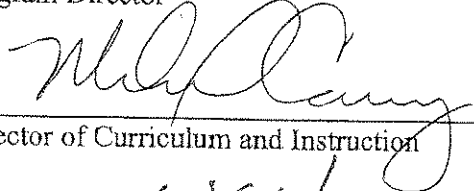
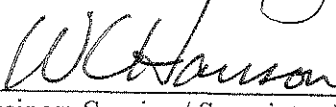
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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 Identification Number | <u>6-14-16</u> Date |
|  _____ Program Director | | <u>6-14-16</u> Date |
|  _____ Director of Curriculum and Instruction | | <u>6/17/16</u> Date |
|  _____ Director of Business Service / Superintendent of Schools | | <u>6/21/16</u> Date |



Professional Growth Customer Agreement

PRPUS249545613851177

05/23/2016

1400 Atwater Drive Malvern, PA 19355

P: 610-722-9745 | F: 888-492-0337

Customer:

Duluth School District 709
215 N 1St Ave E
Duluth MN. 55802

Contact: Amy Starzecki
Title: Superintendent
Phone: (218) 476-2285
Email: Amy.Starzecki@lsd709.Org

Agreement Details:

Pricing Expiration: 08/21/2016
Account Manager: Timothy Jarotkiewicz

Initial Term: 2015-2016 / 2016-2017
Startup Cost Billing Terms: One-Time, Invoiced after signing
Subscription Start Date: Custom (see Special Instructions) days after signed date
Subscription Billing Terms: Annually
Cancellation Terms: 30 Days Written Notice

Pricing Overview:

Startup Cost: One-Time cost due at signing \$0.00
Annual Subscription: Recurring Cost \$22,935.00

| Itemized Description | Unit Price | Qty | Total |
|---|------------|-----|-------------|
| MLP Oasys Annual Subscription w FFT 2011/13 | \$33.00 | 695 | \$22,935.00 |

Amount Due at Signing (Startup Cost) \$0.00

BY SIGNING BELOW, CUSTOMER CERTIFIES THAT IT HAS READ AND AGREES WITH THE ADDITIONAL TERMS ATTACHED HERETO AND INCORPORATED HEREIN AND SHALL BE BOUND BY THE SAME. Customer also agrees that the terms and conditions of this Agreement and the Additional Terms are confidential information of Frontline Technologies Group, LLC. ("Frontline") and are not to be shared with any third party without the prior written consent of Frontline.

Customer: Duluth School District 709

Frontline Technologies Group, LLC

Name: *Bill Hanson*

Name:

Signature: *WCHanson*

Signature:

Title: *CFO*

Title:

Date: *6/21/16*

Date:

Tax Exempt? If yes, please provide your exemption number and include a copy of your exemption certificate.

Tax Exempt Number:

Special Instructions and Additional Terms: For purposes of renewals, Customer's pre-existing renewal date of August 24, 2016 supersedes the Subscription Start Date detailed in this agreement.

ADDITIONAL TERMS:

1. Subscription. Customer is purchasing a non-exclusive, non-transferable, non-assignable, terminable subscription ("Subscription") for use of Frontline's Professional Growth Software(s) ("Software") by Customer and those users Customer registers on the Software as "Designated Users."
2. Term. The Subscription shall begin upon the execution of this Agreement and continue through the Initial Term, set forth on the first page of this Agreement. If neither party has given the other at least thirty (30) days written notice of its intent not to renew prior to the end of the Initial Term, or any Renewal Term, the Subscription shall automatically renew for the next year (each, a "Renewal Term").
3. Payment.
 1. The Startup Cost set forth on the first page of this Agreement will be invoiced to Customer by Frontline upon execution of this Agreement; but if Customer terminates this Agreement before completion of the implementation process, Frontline will refund the Startup Cost on a pro-rata basis, based on a six (6) week setup schedule. If for any reason Frontline's personnel travel to Customer's facility, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for Frontline's personnel.
 2. The Annual Subscription, set forth on the first page of this Agreement, will be invoiced to Customer by Frontline based on the Customer Sign Date plus the number of days stated in the Subscription Start Date, set forth on the first page of this Agreement. Frontline will render a detailed invoice, showing the Annual Subscription item unit price multiplied by the quantity, as set forth on the first page of this agreement, to yield the actual annual subscription (the "Actual Annual Subscription"). The quantities of any Annual Subscription item of this Agreement are merely illustrative and are based on Customer's usage estimates. Should the number of users change significantly during Startup or during the Initial Term, Frontline will recalculate the Actual Annual Subscription and render an invoice for the difference.
 3. Before the start of any Renewal Term, Frontline will calculate the Annual Subscription by multiplying the actual users entered into the Software by the applicable subscription item unit price, as amended from time to time, to yield the Actual Annual Subscription. Should the number of users on the Software change significantly during any Renewal Term, Frontline will recalculate the Actual Annual Subscription and render an invoice for the difference.
 4. Frontline reserves the right to increase any of the fees after the Initial Term, by providing at least thirty (30) days prior written notice of same to Customer.
 5. The Startup Cost, Annual Subscription and any other applicable fees do not include any local or state sales or use taxes, any assessment of which shall be paid by the Customer. Without limiting the foregoing, Customer shall promptly pay to Frontline any amounts actually paid or required to be collected or paid by Frontline pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority. If the Customer claims tax exempt status or the right to remit taxes directly, the tax exempt number must be entered on the first page of this Agreement and the Customer shall indemnify and hold Frontline harmless for any loss occasioned by its failure to pay any tax when due.
4. Software Assistance. Frontline shall provide Customer with commercially reasonable: (a) assistance in the initial installation and setup of the Software, and (b) ongoing email assistance and emergency telephone assistance regarding the use of the Software during the Initial Term and any Renewal Term during normal EST business hours Monday through Friday with a four(4) hour response time; but: (i) emergency telephone assistance rendered by Frontline shall only be to Customer's Software Administrator; and (ii) Frontline shall not be required to provide "help desk" support for any questions or assistance that is not directly related to Software.
5. Software Operation. Customer acknowledges and agrees that it must properly enter data, information and configure settings within the Software in order for the Software to operate properly. Customer shall be responsible to verify the accuracy of any of the Customer's data, forms, workflow and configuration settings entered on the Software. Frontline does not accept any liability, arising from the inaccuracy of scoring, completeness, use of or reliance on the information contained in the extract of data from web-based SaaS products procured under this Agreement.
6. Software Administrator. At all times, Customer must have an employee who has obtained the Software administrator certification training from Frontline and who is certified by Frontline as a Software administrator ("Software Administrator"). If the Software Administrator ceases to serve as such, Customer shall promptly, at its expense, have a new employee obtain Frontline Software administrator certification and be designated as a Software Administrator.
7. Subscription Restrictions.
 1. Customer shall not assign, transfer, pledge, sub-license or otherwise encumber or dispose of any of Customer's rights or obligations under this Agreement.
 2. The Subscription does not extend to any individual or entity not a party to this Agreement, any employees of Customer who are not either the Designated Users or the Software Administrator, or any business, school or operation acquired by Customer by merger, consolidation, purchase, operation of law or otherwise, unless Frontline agrees in writing to the extension or assignment of the Subscription. No right is granted for the use or access of the Software by any third party. A transfer of control or ownership of Customer shall be considered a prohibited transfer of Customer's Subscription.
 3. Frontline may assign this Agreement to any third party acquiring all or substantially all of Frontline's assets or stock.
 4. Information regarding Customer's users acquired by Frontline shall be confidential. Aggregated data not relating to individual users of Customer acquired by Frontline in the course of performing this Agreement will be the sole property of Frontline.
8. Integration. In the event Customer integrates the Software and a third-party product or service, whether with or without Frontline's assistance, Customer understands and agrees: (a) that Frontline is not responsible for, does not warrant, support, or make any representations regarding: (i) third-party products or services, (ii) Customer's data in the possession of third parties, including, without limitation, a third party's storage, use or misuse of Customer data, or (iii) Customer's uninterrupted access to a third party's services due to circumstances outside of the control of Frontline.
9. Ownership of Customer Content. Customer represents and warrants that it is the owner of the content it has selected for use in connection with the Software, or has obtained permission for such use from the owner of the content, including but not limited to, evaluation frameworks and/or rubrics uploaded into the Software. As to any content or data made available to Frontline, Customer represents that it has notified and obtained consent from all necessary persons (including but not limited to parents, students, teachers, interns, aides, principals, other administrative personnel, and classroom visitors), and has taken all other actions that may be necessary to ensure that use of the products, services, or related materials provided or produced hereunder complies with all applicable laws and regulations as well as school or district policies.
10. Third Party Products. Customer may elect to use ETS Classroom Video Library ("ETS"). ETS may contain links or other access to other third party products or services. Customer's use of any third party's products and/or services is at Customer's own risk, and subject to the ETS Terms of Use found on their website at: [http://www.etsvideo.mylearningplan.com/terms.html/#/](http://www.etsvideo.mylearningplan.com/terms.html#/). In the event of a conflict between this Agreement and any ETS agreement or the ETS Terms of Use, this Agreement governs.
11. Indemnity. Customer shall indemnify Frontline and its officers, directors, employees, and agents and hold them harmless from all claims, expenses, and losses arising from or related to use of content Customer has selected for use in connection with the Software.
12. Limitation of Liability.
 1. **THE MAXIMUM LIABILITY OF FRONTLINE, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, ATTORNEYS, OFFICERS AND DIRECTORS, FOR ALL DAMAGES, CLAIMS OR LOSSES WHATSOEVER, INCLUDING THOSE RELATING TO ANY ERROR, FAILURE, MALFUNCTION, OR DEFECT OF THE SOFTWARE, ANY BREACH OF THIS AGREEMENT AND ANY NEGLIGENCE OR OTHER MALFEASANCE BY FRONTLINE SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER TO FRONTLINE DURING THE PAST TWELVE (12) MONTH PERIOD.**
 2. Upon termination of this Agreement for any reason, the provisions of this Section shall survive termination and continue in full force and effect.
13. Termination.
 1. Customer may terminate this Agreement at any time, for any reason or no reason, on thirty (30) days prior written notice to Frontline. In the event Customer terminates this Agreement pursuant to this Section, Frontline shall be entitled to retain all monies received from Customer pursuant to this Agreement, to be paid for fees due up to the termination; and shall be relieved of further obligations to Customer. Frontline shall return to Customer, on a pro-rata basis, any fees paid in advance by Customer that were not earned as of the date of termination.
 2. Frontline may terminate this Agreement for any breach by Customer.
 3. Upon termination or expiration of this Agreement, Customer may request a copy of its data that is in Frontline's possession. Upon receipt of Customer's written request, data-scrambling techniques can be employed to remove Customer's, and their End User's, personally identifiable data stored in Frontline's products.
14. Public Disclosure. Customer grants to Frontline the right to publicly disclose the fact that Customer is using the Software, for Frontline's advertising and other promotional purposes.
15. Copyright and Trademarks. All intellectual property pertaining to the Software, including trademarks and copyrights, is and shall remain the sole property of Frontline and its affiliated companies.
16. Entire Agreement. This Agreement states the entire understanding reached between the parties hereto with respect to the subject matter contained herein and supersedes all prior or contemporaneous agreements, understandings, representations and warranties between the parties, and may not be amended except by written instrument executed by the parties hereto.

AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of March, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Mvers Wilkins Community School Collaborative, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

Whereas, the District, has been awarded a \$97,170 grant (the "Grant") through the Minnesota Department of Education for the purpose of implementing a school and community partnership entitled "Full Service Community School" (the "Project").

Whereas, the District, acting as fiscal agent of the Project, entered into a Memorandum of Understanding (MOU), as evidenced in Exhibit A of the Grant, with the above named Contractor to provide programs and or services awarded under the Grant.

Now therefore, in consideration of the foregoing, and of the mutual promises and covenants herein, the parties agree to the following terms and conditions of this agreement:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 1, 2016 and shall remain in effect until June 30th, 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.** Performance under this agreement is defined in the Memorandum of Understanding.

3. **Background Check.** Provided the Contractor and or the Contractor's staff will be working independently with students, the Contractor is subject to compliance with the District's policy on said background checks.

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 the Contractor and of its obligations pursuant to this Agreement, District hereby agrees to prepay Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$8,250. 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.**

Payment: In consideration of the performance of Partners of their obligations pursuant to this Agreement, District agrees to reimburse the Collaborative for services and expenses in performing said obligations as detailed in the FSCS Grant Agreement and approved budget. Payment will occur quarterly.

Requests for Reimbursement: The Collaborative shall request reimbursement using the Collaborative's official invoice. This invoice must be submitted within 30 days of the end of the period being billed for.

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

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

10. **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 Superintendent, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail care of Jennifer Eddy Myers Wilkins Community School Collaborative, 108 East 6th Street, Duluth, MN 55805.

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

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

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

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

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

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

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

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

Workers' Compensation Insurance: Contractor must provide 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.

Signatures and dates

Duruth Public School

W. C. Hanson
Signature

CFO
Title

6/28/16
Date

Myers Wilkins Community School Collaborative

Jennifer Edley
Signature

Executive Director
Title

3-28-16
Date

Lincoln Park Middle School

Patricia V. [unclear]
Signature

Principal
Title

3-28-16
Date

MEMORANDUM OF UNDERSTANDING (MOU)

between

A - Duluth Public Schools/Independent School District 700 (DPS) and

B - Lincoln Park Middle School and

C - Myers Wilkins Community School Collaborative

This is an agreement between "Party A." hereinafter called DPS, "Party B." hereinafter called LPMS, and "Party C." hereinafter called Collaborative.

I. PURPOSE & SCOPE

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to our Full Service Community School (FSCS) Initiative.

In particular, this MOU is intended to:

Build a strong partnership between two or more departments in DPS, LPMS, and the Collaborative that effectively develops a community school model at Lincoln Park Middle School.

Develop a detailed work plan with clearly articulated strategies and processes to facilitate school/community partnerships.

Advance collaborations with local businesses, organizations and community partners.

Leverage broad-based support for the FSCS model from key stakeholders including area residents, local officials and new partners and inspire others to adopt similar initiatives.

Facilitate a process whereby the community and schools feel engaged, connected and deepen the commitment to collaborate.

II. BACKGROUND

Duluth Public Schools:

Duluth Schools provide a comprehensive education, teaching reading, writing, math application, speaking, listening, critical thinking, technical literacy and personal responsibility. Duluth Public Schools serves approximately 8700 students ranging from birth/early childhood to grades K-12 to adult. Learning opportunities are available through two high, two middle, and nine elementary schools, one alternative high school with Adult Basic Education center, and service/support to several alternative schools, hospitals and community programs.

Lincoln Park School Lincoln Park Middle School nurtures the development of responsible, thoughtful students in grades 6, 7 and 8. Middle School students are emerging adolescents experiencing profound changes intellectually, physically, socially and emotionally. These changes require unique learning environments where students can achieve success, are challenged, and mature at their own development

rate. LPMS provides a transitional environment for students as they move from elementary into high school years. Learning experiences build upon the and strengthen basic skills, and provide exploration of new areas of interest giving direction for future choices. Students are challenged to explore, to create, to make decisions and to actively participate in and be accountable for their learning.

Myers Wilkins School Collaborative: The Collaborative promotes a Community Schools model by facilitating partnerships with organizations to support the well-being of the whole child, their families, and neighborhoods. These partnerships improve access to services and supports that address family income and health disparities by bringing services into the community via the school as community center.

III. DPS RESPONSIBILITIES UNDER THIS MOU

As fiscal agent, DPS shall undertake the following activities:

- Ensure fiscal accountability of grant funds
- Maintain all grant reporting records
- Provide a DPS staffer as Liaison and Contact for the project and to participate in FSCS development
- Promote the FSCS goals to DPS schools and departments
- Support the integration of community partner services in school/community collaborations

IV. Duluth LPMS RESPONSIBILITIES UNDER THIS MOU

Lincoln Park Middle School shall undertake the following activities:

- Hire and supervise FSCS site coordinator for project implementation
- Work in collaboration with the Collaborative and DPS to provide oversight of project development
- Support the goals and collaborations of the FSCS model
- Carryout details outlined in FSCS grant project
- Comply with all MDE grant reporting requirements
- Maintain records of any FSCS project activities
- Share the successes of the FSCS project collaborations widely throughout the Duluth Community

VI. Collaborative RESPONSIBILITIES UNDER THIS MOU

The Collaborative shall undertake the following activities:

- Share the successes of the FSCS project collaborations widely throughout the Duluth Community
- Work in collaboration with LPMS and DPS to provide oversight of project development
- Provide guidance and support for implementation of FSCS model
- Support the goals and collaborations of the FSCS model
- Maintain records and documentation of any FSCS project activities

VII. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. Modification: 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.
2. Termination: Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party.

VIII. FUNDING

This MOU does include the reimbursement of funds between the parties.

Year 1 Consulting Fees include \$3,125 from January 1, 2016-June 30, 2016.

Year 2 Consulting Fees include \$5,125 from July 1, 2016-June 30, 2017.

Payment: In consideration of the performance of Partners of their obligations pursuant to this Agreement, District agrees to reimburse the Collaborative for services and expenses in performing said obligations as detailed in the FSCS Grant Agreement and approved budget. Payment will occur quarterly.

Requests for Reimbursement: The Collaborative shall request reimbursement using the Collaborative's official invoice. This invoice must be submitted within 30 days of the end of the period being billed for.

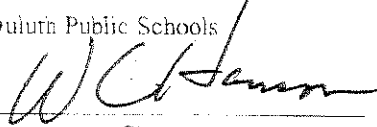
IX. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the signature of Parties A, B and C. It shall be in force from February 1st, 2016 to June 30, 2017

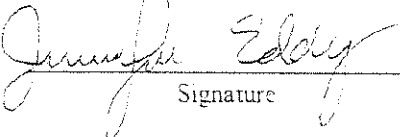
Parties A, B, and C indicates agreement with this MOU by their signatures.

Signatures and dates

Duluth Public Schools

| | | |
|---|------------|----------------|
|  | <u>CFO</u> | <u>6/28/16</u> |
| Signature | Title | Date |

Myers Wilkins Community School Collaborative

| | | |
|--|---------------------------|----------------|
|  | <u>Executive Director</u> | <u>3-28-16</u> |
| Signature | Title | Date |

Lincoln Park Middle School

| | | |
|---|------------------|----------------|
|  | <u>Principal</u> | <u>3-28-16</u> |
| Signature | Title | Date |

Duluth Audit and CloudLock 2016-17

Prepared For

Bart Smith

Duluth Public School District ISD
709

Created By

Melanie Long

Amplified IT

7577745047

info@amplifiedit.com

<http://www.amplifiedit.com>

Introduction

The purpose of this document is to provide an overview of the Google Apps for Education (GAFE) Audit engagement between Amplified IT and Duluth Public School District ISD 709. This document will set forth the scope, process and deliverables while summarizing the resources required to complete the engagement. It will also form the Agreement.

About Us



Amplified IT is an education-focused consultancy that brings a unique blend of instructional and technical skills to the K-12 market. Since 2008, this team of infrastructure and instructional consultants has assisted hundreds of education institutions worldwide to successfully adopt Google Apps and Chromebooks. Amplified IT is a Google authorized reseller and has close ties to the Google EDU team and various vendors in the Google Apps for Education sector.

Amplified IT's status as one of the leading education-focused Google App consultancies can be attributed to a blend of unique approaches to education technology consulting, focusing on empowering client's staff through the transfer of knowledge. We recognize the challenge of preparing students for an increasingly complex and cognitively demanding world, so we leverage our experiences to provide consulting to teachers who are dedicated to creating innovative learning opportunities for their students. We do not focus on tools; we focus on learning.

Background

The client is Duluth Public School District ISD 709, based in Minnesota.

The client has engaged Amplified IT to audit their GAFE domain and provide CloudLock Fabric+ security software.

GAFE Audit

Overview



A Google Apps for Education (GAFE) Audit provides an in-depth review of Duluth Public School District ISD 709's domain by industry experts against best practices. Each setting will be documented and analyzed, including the integration with other IT systems, tests of compliance, and evaluation of the effectiveness of current

usage of GAFE offerings.

The focus of the GAFE Audit will be split into a review of the following four key areas:



Operations and GAFE Management: Analysis of procedures, practices, policy documentation, and systems surrounding the day-to-day management of GAFE resources.



Services & Configuration: Technical audit of the settings and configuration of the GAFE core services: Chrome device management, marketplace apps, and other services.



Security & Compliance: Snapshot and analysis of current security and compliance settings. Deep scan of drive usage, content, and sharing settings.



Adoption & Usage: Reporting on and tracking the usage of core applications.

What Duluth Public School District ISD 709 will learn from the GAFE Audit

The output of the GAFE Audit exercise will be a comprehensive documented report. Each section will be broken down into areas noted for improvement, recommendations, and associated high-level risks. Links to Web resources will be provided for reach recommended action.



Detailed analysis by EDU-focused GAFE experts.



Review and analysis of every GAFE admin console setting.



Baseline report with recommended actions.



Action-focused GAFE technical training.



Creation of a solid base for your GAFE road map.

Audit Process

Deliverables

Amplified IT will work with Duluth Public School District ISD 709 to ensure the successful configuration of GAFE. The following consultancy will be delivered:

- Initial Kick-Off meeting with Duluth Public School District ISD 709 to establish an understand of current GAFE use.
- Recording, review, and comparison of every setting in the GAFE admin console against best practices. (Note: Settings will not be changed or modified by Amplified IT.)
- Usage reports analysis by Amplified IT.
- Analysis produced by the Google Apps Manager tool, broken down into: User Account, Overview, Organizations, Groups, Domain Settings, Core Services (Gmail, Contacts, Groups, Calendar, Docs,

Hangouts, Google+, and Sites), Mail Routing, and additional services.

- Identify examples of breaches of data security and data compliance via the CloudLock Collaboration Security platform.
- A comprehensive documented GAFE Audit report in Google Docs with detailed findings, recommendations, and Web resources to support recommendations.
- A review call with Amplified IT explaining each part of the GAFE Audit in detail, ensuring Duluth Public School District ISD 709 understands the findings and recommendations set forth.

Timeline

The GAFE Audit will be completed and a report will be submitted within four weeks of the Kick-Off meeting. Duluth Public School District ISD 709 should be informed to assist Amplified IT where possible.

CloudLock

CloudLock Overview



CloudLock is just what its name suggests – it is cloud-based security for all of Google Apps Drive and Site data on the cloud. With no installation, hardware, or software, CloudLock protects Google Apps, creating an even more secure cloud. CloudLock finds and protects personal information within your domain and lets you know when it has been improperly shared. In addition, CloudLock ensures that students are not viewing or storing inappropriate material on Google Drive or Sites.



Objectionable Language

This policy flags obscene content shared with students, external users, or published to the web and reverses sharing.



Student Welfare

This policy detects and flags keywords that are related to cyber bullying, suicide, violence in schools, and other behavior that may put students in harms way.



IEP Policies

This policy flags and notifies the staff member of an inappropriate share of sensitive IEP (Individualized Education Program) information



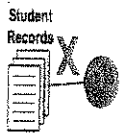
Students Sharing Externally and domain wide

This policy notifies the CloudLock administrator when a student shares content outside the school's domain or across the entire domain.



Staff Sharing Student Info Externally

This policy flags and notifies the document owner of any documents that may contain student personal identifiable information or other sensitive information. This notification serves to alert the document owner so they can make this determination.



Public or Domain-wide Sharing of Student Records

This policy flags and acts upon documents that violate the public or domain-wide student record exposure. Assets that contain sensitive student records or related information will be detected, and if shared publicly or domain-wide will be removed automatically.

Summary of Costs

Pricing

Services

| Name/Description | Price | Qty | Subtotal |
|---|--------------------------|-----------|------------|
| GAFE Audit | \$3,500.00 / Per Service | 1 | |
| Configuration and deployment of GAFE Domain to EDU best practices | | | \$3,500.00 |
| Creation of tailored GAFE Configuration Guide | | | |
| 2 hour remote training session | | | |
| | | Subtotal: | \$3,500.00 |

Products

| Name/Description | Price | Qty | Subtotal |
|--|--------------|------------|--------------------|
| CloudLock Fabric+ - Staff | \$11.00 | 1148 | |
| CloudLock Fabric + 3rd Party App Discover and Control Selective Encryption 1 Year License for Staff | | | \$12,628.00 |
| CloudLock Fabric+ - Students | \$1.00 | 8366 | |
| CloudLock Fabric + 3rd Party App Discover and Control 1 Year License for Students | | | \$8,366.00 |
| | | Subtotal: | \$20,994.00 |

Total cost: \$24,494.00

Terms and Conditions**Parties**

1. Amplified IT a company incorporated under the laws of the Commonwealth of Virginia, whose place of business is 812 Granby Street, Norfolk, VA 23510; and
2. Duluth Public School District ISD 709 at 215 N. 1st Ave. E, Duluth, Minnesota 55802.

Objective

Amplified IT will provide the services described in the GAFE Audit section for Duluth Public School District ISD 709 and Duluth Public School District ISD 709 wishes to purchase these services.

Duration

This Agreement shall last from the effective date until completion of the services defined in the Amplified IT Services section.

Compensation

The costs listed in the Summary of Costs section are based upon the following assumptions:

- Duluth Public School District ISD 709 management and staff will respond promptly to all requests for basic information and/or documentation.

If circumstances arise that will require additional services and time, Amplified IT will notify Duluth Public School District ISD 709 and obtain agreement prior to undertaking such activities.

Payment terms are net thirty (30) days from the date of invoice initiation. Any amounts not paid within the thirty (30) days shall be charged an interest fee of 1.5% for each month (or portion thereof) any such payment is late.

General Terms



Duluth Public School District ISD 709 agrees to enter into this Agreement as a business and not a consumer.

The terms of this Agreement may be modified only in writing, signed by duly authorized representatives of the parties.

This Agreement has been made, and shall be construed, in accordance with the laws of the Commonwealth of Virginia.

This document is the copyright property of Amplified IT and shall not be published or disclosed to any other party without prior written permission being granted by Amplified IT. The document shall be held in safe custody and used only for the purposes of and in accordance with contracted Agreement between Duluth Public School District ISD 709 and Amplified IT.

Signatures

Duluth Public School District ISD 709 Date

Amplified IT Date

Non-disclosure Agreement

June 20, 2016

This agreement is entered into and is effective of June 20, 2016 by and between Amplified IT, a corporation organized under the laws of the Commonwealth of Virginia, whose principal office is located at 812 Granby Street, Norfolk, VA 23510 and Duluth Public School District ISD 709 . For the purposes of this Agreement, each Party will be referred to as the "Discloser" where it discloses Confidential Information (as defined below), and as the "Recipient" in which it receives the other Party's Confidential Information.

Whereas

- A. the Discloser and the Recipient are considering a business relationship involving certain computer technology;
- B. in furtherance of such business relationship, the Discloser will grant the Recipient access to their GAFE admin console;
- C. the parties wish to define their rights with respect to the Confidential Information and to protect the rights of the Discloser to such Confidential Information.

NOW, THEREFORE, in consideration of the respective covenants and agreements hereinafter contained and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), **IT IS HEREBY AGREED** as follows:

1. Definitions

Confidential Information means all material that is not generally available to or used by others or the utility or value of which is not generally known or recognized as standard practice, whether or not the underlying details are in the public domain.

2. Non-disclosure

Unless required by law or expressly agreed upon by the parties in writing, the Recipient will regard and preserve as confidential the Confidential Information and will not at any time directly or indirectly, disclose or make available to any person, firm, corporation or other entity any of the Confidential Information. The Recipient will take all reasonable measures available to it, and in any event not less than these measures used to protect its own confidential information, to keep the Confidential Information in strictest confidence, including taking all steps necessary to ensure that all of the Recipient's Employees, consultants, agents, directors and officers who are privy to the Confidential Information in accordance with the terms of this Agreement are also aware of, subject to and bound by the terms of this Agreement. The recipient will not use or permit any Confidential Information to be copied or reproduced (mechanically, electronically or otherwise), unless expressly authorized to do so by the Discloser.

3. Term and Scope

This Agreement shall remain in effect until the work agreed to by Duluth Public School District ISD 709 and Amplified IT has been completed. Recipient will not disclose Confidential Information at any time beyond completion date.

4. Rights to Confidential Information

All information, documents, lists, reports and other tangible things prepared or obtained by the Recipient concerning the Confidential Information and the Discloser are the exclusive property of the Discloser, unless otherwise agreed to in writing by the Discloser and the Recipient.

5. Equitable Relief and Waiver of Defense

The Discloser and the Recipient recognize that a breach by the Recipient of any of the covenants contained in this Agreement would result in damages to the Discloser and that the Discloser would not be compensated adequately for such damages by monetary award. Accordingly, the Recipient agrees that in the event of any such breach by the Recipient, the Discloser will be entitled as a matter of right, in addition to all the remedies available at law or in equity, to apply to a court of competent jurisdiction for such relief by way of restraining order, injunction or otherwise as may be appropriate to ensure compliance with the provision of this Agreement.

The Recipient agrees that all restrictions in this Agreement are necessary and fundamental to the protection of the business carried on by the Discloser and are responsible and valid, and all defenses to the strict enforcement thereof by the Discloser are hereby waived by the Recipient.

6. Entire Agreement and Amendments

Except as stated above, there are no understandings, agreements or representations, express or implied, regarding the Confidential Information of the Discloser and the Recipient. Any such prior agreements are superceded entirely by this Agreement. This Agreement may not be amended, modified or altered except by written agreement signed by both Parties.

7. Governing Law

This Agreement will be governed by the laws of Virginia.

Phil Lang 6/28/16

Signatures

Bart D. Smith *W. Hansen*

Duluth Public School District ISD 709 Date

Amplified IT Date

AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of May, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Segue Consulting Partners-Dr. Wendy Barden, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 27, 2016, and shall remain in effect until June 14, 2016, 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.** Dr. Wendy Barden will plan, prep and present a day-long workshop to regional music teachers "Measuring Student Growth in the Music Room". Paid for through the NE MN Regional Perpich Grant.
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 \$1085 for \$700.00 - presentation fee, \$200.00 hotel and meals, \$185 mileage**. 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 June 14th, day of the workshop (Monthly, quarterly, other - *please describe*) basis, using either the District invoice (included as Attachment A) OR the contractor's official invoice. This invoice must be submitted within 10 days of the end of the period being billed for.
5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.
6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.
7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the

Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Bill Hanson, Director of Budget & Finance, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 15223 Lake Street EXT, Minnetonka, MN 55345
(Mailing address, including zip code)

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

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

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

Chair

Wendy Barden Wendy Barden
Name

Clerk

Consultant 5/14/2016
Title Date

Ch. Henrik 5/17/16
Program Director

Taxpayer Identification Number

W. Hanson 4/29/16
Director of Budget and Finance

Date

Michelle Ray 4/16/16