AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of October, 2013, by and between Independent School District #709, a public corporation, hereinafter called District, and Bruce Miles, an independent contractor, hereinafter called Contractor.			
THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.			
The terms and conditions of this Agreement are as follows:			
1. Dates of Service. This Agreement shall be deemed to be effective as of October 23, 2013, and shall remain in effect until June 20, 2014, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.			
2. Performance. Contractor will provide monthly calls & communication, as well as selected professional resources & tools to BG on a schedule that best fits her needs. Invoices will be sent at the following intervals: A) Initial Invoice: 11/1/13 for \$1500.00 (50%) B) Second Invoice: 2/1/14 for \$1500.00 (50%)			
3. Contract Documents. It is understood that this Contract consists of the following:			
 Contractors Insurance Policy; Supplementary Conditions and Insurance Requirements; and Any other documents identified by the District. 			
4. Background Check . (Applies to contractors working independent with students)			
Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.			
5. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$_3,000 Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.			
6. Requests for Reimbursement. The terms of payment under this Agreement are as follows:			

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
- 7. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.
- 8. **Ownership of Materials.** The District reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.
- 9. **Independent Contractor.** Both the District and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of the District. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

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

- 11. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Becky Gerdes, 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 Bruce H. Miles, Ed.D. Big River Group, LLC, PO Box 5120, St. Cloud, MN, 56302-5120.
- 12. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

- 13. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.
- 14. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota without regard to conflict of laws considerations.
- 15. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

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

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

- 16. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.
- 17. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.
- 18. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.
- 19. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

- 21. **Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in at least the amount of \$2,000,000.
- 22. **Bonding.** Contractor shall provide such Payment and Performance Bonds as may be required, if any.
- 23. **Representatives of the District.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

<u>District Employee</u>

Position

William Hanson

Director of Business Services

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

District Employee

Position

Becky Gerdes

Elementary Principal

- 24. **Protection of the District.** To the extent that work by the Contractor or others on behalf of the District is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise the District if such work:
 - a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
 - b. should be rejected or modified;
 - c. if the work should be performed in a different manner and whether other work should be performed;
 - d. if the District should be advised of any other facts or opinions regarding that work.

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

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

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

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

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

Becky Gerdes, Elementary Principal

Bill Hanson, Director of Business Service

CONTRACTOR

Bruce H, Miles, Ed.D.

Bruce Miles

Taxpayer Identification Number

Garrett Johnson AND DULUTH PUBLIC SCHOOLS, ISD 709

AGREEMENT FOR CPR AND FIRST AID INSTRUCTION SERVICES

The following is an Agreement between GARRETT JOHNSON 5396 WEST ARROWHEAD ROAD HERMANTOWN, MN 55811 the (The American Heart Association BASIC LIFE SUPPORT INSTRUCTOR) and Duluth Public Schools, ISD 709 (hereafter referred to as the DISTRICT). This Agreement shall be effective January 20, 2014 through January 22, 2014.

THE BASIC LIFE SUPPORT INSTRUCTOR:

- A. To provide instruction of Adult Child CPR and AED use and Pediatric First Aid.
- B. To provide card certification of completion of course when course completion has occurred. Cards will be delivered via us postal service within 7 days of course completion

II. THE DISTRICT AGREES:

CAMPION P

A. To pay the <u>BASIC LIFE INSTRUCTOR</u> for SERVICES at the contract rate of \$900, billed for class on 1/21/2014.

III. INDEPENDENT CONTRACTOR

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

IV. MINNESOTA DATA PRACTICES ACT

The <u>BASIC LIFE SUPPORT INSTRUCTOR</u> and the District agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

V. MUTUAL AGREEMENTS

- A. This Agreement shall be effective beginning Jan 20, 2014 and ending Jan 22, 2014.
- B. Any modification to this Agreement must be made in writing.
- C. Either party may cancel this Agreement by giving a 7-day written notice of cancellation to the other party.

Agreed to by:

DULUTH PUBLIC SCHOOLS, ISD 709

GARRETT JOHNSON

By

Jason Crane

By

NAME

Title

Director of Special Services

Title

Basic Life Support Instructor

Date

Date

By

William C. Hanson

Title

Director of Business and Finance

Date

1/23/14

04)

AGREEMENT

THIS AGREEMENT, made and entered into this 3th day of January, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Akeem Pendleton, 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 20, 2013, and shall remain in effect until June 30, 2014, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
- 2. **Performance.** Akeem Pendleton will provide disc jockey services throughout the 2013-2014 school year at events supported by the Office of Education Equity.
- 3. Background Check. Not Applicable.
- 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 \$1,000.00. 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:

Contractor will be paid in the following manner. Contractor will submit an invoice to the Office of Education Equity after each event for payment. Payment will be made in the amount of \$25.00 per hour.

- 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 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 care of Akeem Pendleton, 21 E 6th St, 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.

Aheem A Lendleton		
Contractor	SSN/ Tax Identification Number	Date
Manh Homes Program Director	6	114/14 Date
WCtrausm		1/14/14
Director of Business Service / Superintende	nt of Schools	Date

AGREEMENT



THIS AGREEMENT, made and entered into this 7th day of January, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and NAACP-Duluth Chapter an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

- 1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 17, 2014, and shall remain in effect until January 20, 2014, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
- 2. **Performance.** Contractor shall provide the following services:
 - 1. Coordination of planning for MLK holiday events scheduled January 17 January 20, 2014.
 - 2. Communication of agency expectations and commitments in a clear and timely manner to all involved parties.
 - 3. Lead role responsibilities in the development of any external or internal marketing materials needed to promote the event.
 - 4. Provision of keynote speaker to community.
 - 5. Coordination of events and of scheduled MLK Holiday agenda.
- 3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to provide a one-time payment for start- up costs not to exceed \$5,500.00. 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 is the amount of \$5,500.00 upon approval of contract by district and 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 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: NAACP, Attn: Claudie Washington, PO Box 494, Duluth, MN 55801.
- 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.

Cefaudic Work for NAAC P-Duloth BRANCh
Contractor

SSN/ Tax Identification Number

Date

Program Director

Director of Business Service / Superintendent of Schools

Date

AGREEMENT

THIS AGREEMENT, made and entered into this __9th___ day of __December__, 2013, by and between Independent School District #709, a public corporation, hereinafter called District, and _Jonathan Fribley_, 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 ___**December 9, 2013**__, and shall remain in effect until ___**February 27, 2014**__, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
- 2. Performance.

Objective

Participants will use the OWL Early Literacy Curriculum to support intentional instruction in print awareness, alphabet knowledge, phonological awareness, comprehension, oral language, and background knowledge Two days of on-site professional development, December 2013 and February 2014

December 2013 - One Day

- o Elements of Early Literacy and OWL Curriculum Overview
- o Story Book Reading for Comprehension and Vocabulary
- Morning Meeting Scaffolding Children's Play

February 2014 - One Day

- Group Activities for Phonological Awareness and Alphabet Knowledge – Songs, Word Play, and Letters
- Information Text for Background Knowledge and Genre Experience – "Let's Find Out About It"
- 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 \$_5000. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
- 5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
- 6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.
- 7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.
- 8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

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

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

given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail _423 16th Ave N Saint Cloud, MN 56303-3952.

- 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	Title Jonathan Fribley
Clerk	Sole Proprietor, Education Consulting Title
Director of Business Service	Taxpayer Identification Number

AGREEMENT

THIS AGREEMENT, made and entered into this December, by and between ISD 709, Duluth Public Schools, a public corporation, hereinafter called District, and Julia M Williams and Erin Pepelnjak, independent contractors, hereinafter called Contractors.

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

The terms and conditions of this Agreement are as follows:

- 1. **Dates of Service.** This Agreement shall be deemed to be effective as of December 1, 2013, and shall remain in effect untilJanuary 30, 2014, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
- 2. **Performance.** (Provide <u>A SEPARATE PAGE</u> detailing a description of the programs or services to be performed by contractor, as well as the funding source for payment.)
- 3. **Reimbursement.** In consideration of the performance of Contractors of obligations pursuant to this Agreement, District hereby agrees to reimburse Contractors for services and expenses in performing said obligations up to a sum not to exceed \$3000.00. 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 TIN is provided.*
- 4. **Requests for Reimbursement.** Contractors shall request reimbursement on a quarterly basis, using either the District Invoice OR the contractor's official invoice. This invoice must be submitted within 10 days of the end of the period being billed for.
- 5. **Propriety of Expenses.** The fact that the District has reimbursed Contractors for any expense claimed by Contractors 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 Contractors. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractors 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 Contractors have 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. Contractors and 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 Contractors to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Duluth Public Schools. All notices to be given by District to Contractors shall be deemed to have been given by depositing the same in writing in the United States Mail to 230 West Sixth Street, Duluth, MN 55806 and 6120 East Superior Street, Duluth, MN 55804.

(Mailing address, including zip code)

- 9. **Assignment.** Contractors shall not in any way assign or transfer any 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.** Contractors further understand and agree that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.
- 14. **Insurance.** (If applicable)

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

Duluth Public Schools	CONTRACTORS	CONTRACTORS	
	Julia M Williams and	d Erin Pepelnjak	
Chair	Name		
	Independent Contractor	s December 1, 2013	
Clerk	Title	Date	
11 CHauson			

Addendum to Contract for Services

Description of services

To be provided by independent contractors Julia M Williams, PhD and Erin Pepelnjak, M.Ed. For ISD #709

Facilitation of two full day training sessions for administrators, curriculum staff and for secondary teaching staff.

Preparation and facilitation of processes to complete tasks

2 Full Day Sessions @ 1,500.

\$3,000.

Please remit the following to:

Erin Pepelnjak 6120 East Superior Street Duluth, MN 55804

Social Security #473 17 1752

\$1,500.

Julia Williams 230 West Sixth Street Duluth, MN 55806

\$1,500.

Thank you so much!

01-204-200-414-000-130500

Coaching #1

AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of October, 2013, by and between Independent School District #709, a public corporation, hereinafter called District, and Staci Gilpin, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

- 1. **Dates of Service.** This Agreement shall be deemed to be effective as of October 24th, 2013, and shall remain in effect until June 20, 2014, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
- 2. Performance.

Teacher Coaching/Support with classroom management

• 13.5 hours at \$100 per hour - \$1,350.00

Total - \$1,350.00

- 3. **Contract Documents.** It is understood that this Contract consists of the following:
 - 1. Contractors Insurance Policy;
 - 2. Supplementary Conditions and Insurance Requirements; and
 - 3. Any other documents identified by the District.
- 4. Background Check. (Applies to contractors working independent with students)

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

- 5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$1,350.00. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.
- 6. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;

- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
- 7. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.
- 8. Ownership of Materials. The District reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.
- 9. Independent Contractor. Both the District and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of the District. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

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

- 11. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Becky Gerdes, 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 Staci Gilpin, 2426 W. 15th St., Duluth, MN 55806.
- 12. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.
- 13. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

- 14. Governing Laws. This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota without regard to conflict of laws considerations.
- 15. Compliance with Laws. The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

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

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

- 16. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.
- 17. Cancellation. Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.
- 18. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.
- 19. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

- 21. Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in at least the amount of \$2,000,000.
- 22. **Bonding.** Contractor shall provide such Payment and Performance Bonds as may be required, if any.
- 23. **Representatives of the District.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

District Employee

Position

William Hanson

Director of Business Services

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

District Employee

Position

Becky Gerdes

Elementary Principal

- 24. **Protection of the District.** To the extent that work by the Contractor or others on behalf of the District is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise the District if such work:
 - a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
 - b. should be rejected or modified;
 - c. if the work should be performed in a different manner and whether other work should be performed;
 - d. if the District should be advised of any other facts or opinions regarding that work.

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

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

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

Contractor shall include this paragraph in all its subcontracts dealing with the work of the District.

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

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

Becky Gerdes, Elementary Principal

Bill Hanson, Director of Business Service

CONTRACTOR

Staci Gilpin

Taxpayer Identification Number:

Phone: 952-854-7600 Fax: 952-854-7601



LETTER OF AGREEMENT

The Hampton Inn & Suites Minneapolis St. Paul Airport / Mall of America ("Hotel") is pleased to submit the following letter of agreement (Agreement") for your approval. This agreement sets forth the arrangements and procedures extended by the Hampton Inn & Suites to Duluth School ("Group"). If information provided by Group materially changes or is incorrect, this Agreement may be terminated pursuant to Section 4.

Today's Date: Thursday, January 23, 2014

Group Name: Duluth School Contact:

Joan Lancour

Address:

215 N 1st Ave E Duluth, MN 55802

Phone:

218-336-8700

Email: Joan.Lancour@duluth.k12.mn.us

SECTION 2: GROUP ROOM RESERVATIONS

GUEST ROOM ACCOMMODATIONS: 2.1

- All rates are subject to a city, state and lodging tax, which is currently 14.275%
- Individual cancellations must be made by 6:00 p.m. the day of arrival. Any reservations not cancelled by 6:00 p.m. hotel time will be assessed a "No-Show Fee" equal to one night's room and tax to the guaranteed method of payment and all subsequent nights of the reservation will be cancelled.

Check-in/Check-out times:

Check in time - 3:00 PM

Check out time – 12:00 PM (Noon)

2.2 **ROOM RATES & ROOM TYPES:**

ROOM TYPE	RATE	02/14/2014	
ROOMITE	KAIE	Friday	
Queen/Queen	\$129.00	11	
Suite			
Total		11	

2.3 **CUT-OFF DATE:**

All reservations must be made using the reservation method listed in Section 2.4 by 1-31-14. Any reservation(s) made after the cut-off date are subject to availability and the hotel's best available rate.

RESERVATION & GUARANTEE METHOD:

Phone: 952-854-7600 Fax: 952-854-7601



ROOMING LIST- group must provide a rooming list to hotel by (Cut-off date See Section 2.3). This list must indicate individual guest names, arrival and departure dates, payment method and method of guarantee. If rooming list is not provided by the cut-off date the hotel will release the entire room block. Any reservation requests made after the cut-off date are subject to availability and to hotel's best available rate.

SECTION 3: BILLING/CREDIT PROCEDURES

3.1	CHARGES:
	Method of payment for the reserved guest rooms will be:
	Master Account - Advanced Deposit
	Group agrees to pay the following advance payment/deposit schedule:
	An amount equal to: \$_\$1621.51 due2/10/14

SECTION 4: CANCELLATION

4.2 **CANCELLATION:**

We have agreed that the hotel loses substantial revenue upon the unexpected cancellation and/or reduction of guestrooms or events. The amounts of those losses are often difficult or impossible to determine. Accordingly, we have agreed that the following payments are fair and reasonable and shall be due and owing as liquidating damages.

If Group cancels within	Group is responsible for
30 calendar days prior to arrival date	100% of anticipated revenue 1,621.51

SECTION #5: MISCELLANEOUS

- 5.1 <u>SIGNS AND DISPLAYS/USE OF HOTEL NAME</u>: Group shall not display signs in Hotel and Group may not use Hotel logo/name on any promotional brochures or ads without approval of the General Manager of Hotel. Damages caused will be billed to Group.
- 5.3 **DAMAGE CLAUSE:** Group agrees to assume all liability and indemnify Hotel for expense of any damage to Hotel caused by its members. Hotel may charge Group's Master Account or directly bill Group for all such charges. Group shall indemnify, defend and hold harmless Hotel and its officers, directors, partners, affiliates, members and employees from and against all demands, claims, damages to persons and/or property, losses and liabilities, including reasonable

Phone: 952-854-7600 Fax: 952-854-7601



attorney fees (collectively "Claims") arising out of or cause by Group's negligence or intentional misconduct.

- GROUP'S PROPERTY: Group agrees and acknowledges that Hotel will not be responsible for the safe keeping of equipment, supplies, written material or other valuable items left in function rooms, guest rooms or anywhere on Hotel property other than the Hotel safe. Group hereby waives any claims under Hotel's insurance policy for the loss of Group's property or the property of any of its attendees or invitees.
- 5.5 **FORCE MAJEURE:** The performance of this Agreement is subject to any circumstances making it illegal or impossible to provide or use Hotel facilities, including Acts of God, war, government regulations, disaster, strikes, civil disorder or curtailment of transportation facilities. This Agreement may be terminated for any one of the above reasons by written notice from Hotel.
- 5.6 **PAYMENT:** Payment of all invoices is due upon receipt. Payment terms are net 30 days from invoice date. Group will be responsible for any collection fees, attorney fees or other costs in connection with Hotel's attempt to collect all amounts due hereunder.
- 5.7 **RIGHT OF HOTEL TO TERMINATE:** If any information provided by Group to Hotel regarding Group's financial status, its activities, purpose or other material information about Group changes or is incorrect, Hotel may terminate this Agreement in whole or part and Group will be liable for all payments due pursuant to Section 4 above.
- 5.8 RIGHT OF INSPECTION/ENTRY: Hotel will have the right to enter and inspect all functions. If Hotel observes any illegal activity or activity that may result in harm to persons or objects, Hotel has the right to immediately cancel the event, in which case all of Group's guests and invitees must immediately vacate the meeting room premises. In such event, Group will remain liable for all fees and charges related to the function pursuant to the terms of this Agreement.
- 5.9 <u>ADA:</u> The hotel warrants that it complies with "current" public accommodation requirements of the American with Disabilities Act (ADA). The client agrees that 30 days in advance of their event they will furnish to the hotel a list of any auxiliary aids needed in any meeting room or functions space by its attendees. Should such auxiliary aids be required, the client shall pay all charges associated with the acquisition, rental or provision of such aids. Guest making sleeping room reservations requiring a room for people with disabilities should notify the

Phone: 952-854-7600 Fax: 952-854-7601



reservationist at the time of the reservation, so the hotel can ensure the guest is accommodated.

- 5.10 **FIRE SAFETY**: The hotel warrants that it is in compliance with the Federal Hotel and Motel Fire Safety Act of 1990 (Public Law 101-391)
- 5.11 **SECURITY**: Hotel may, at its sole discretion, require Group to take certain security measures in order to maintain security in light of the size or nature of the event. Customer is responsible for any additional expense.

SECTION 6: ACCEPTANCE OF CONTRACT

If a signed copy of this Agreement has not been received by the Hotel prior to 01/27/2014, Hotel shall have the right to contract with other parties for the use of the room block and meeting rooms without further notice to Group. This contract shall become effective between both parties when signed by an authorized representative of each organization in the space indicated below and shall be construed under the laws of the State of Minnesota. The person(s) signing this Agreement for Hotel and Group each warrant that they are authorized to bind the Hotel and Group, respectively. Any changes to this Agreement must be made in writing and signed by an authorized representative of each party.

X	x W Chanson
HOTEL REPRESENTATIVE SIGNATURE	AUTHORIZED REPRESENTATIVE SIGNATURE Duluth School
	BILL HANSON CFO
PRINTED NAME & TITLE	PRINTED NAME & TITLE
	1/24/14
DATE	DATE

DECC

DULUTH ENTERTAINMENT CONVENTION CENTER RENTAL AGREEMENT

THE ENTIRE DECC COMPLEX IS A NON-SMOKING FACILITY

In consideration of the fees and covenants herein expressed by the DULUTH ENTERTAINMENT CONVENTION CENTER AUTHORITY, an Authority created by charter by the State of Minnesota, herein referred to as the "DECC" does hereby give permission to the following:

Organization/Company Name: **East High School** (hereinafter referred to as the "Permittee")

Address: 301 North 40th Avenue East, Duluth, MN, 55804

Telephone: 218-336-8845

Contact Name: Laurie Knapp

For the Sole Purpose of: East High School Graduation 2014

To use the following specified facilities of the Duluth Entertainment Convention Center on the following day(s):

June 4, 2014 (Wednesday)

Symphony Hall

1. The rent to be paid by the Permittee is in the amount and on the basis and terms as follows:

\$2,540.00 (Two Thousand Five Hundred Forty Dollars and no cents)

Plus the following:

Equipment List and Audio-Visual - (Effective 1/2014) or current rates Catering and/or Exhibit Arrangements by Separate Agreement

- 2. A \$1,000.00 non-refundable deposit is required seven (7) business days after receiving this contract. Remaining balance will be billed and due upon receipt.
- 3. All food and beverage must be purchased through the Duluth Entertainment Convention Center. A pre-determined menu is required for all meal functions. The DECC requires that menu selections be made at least four (4) weeks prior to the event.
- 4. Because the DECC prepares for the number of meals guaranteed, a guaranteed number of meals is required 5 business days in advance. This number is not subject to reduction within this 5 business day period. Permittee will be charged for the number guaranteed, unless additional meals are served. If no guarantee is received, Permittee will be charged for the number on the catering confirmation.
- 5. Permittee agrees not to use any decorative materials prohibited by city ordinance including, but not limited to, crepe paper (flameproof or not), cellophane (shredded or not), confetti, cornstalks, and helium balloons. Display items may not be affixed to any wall, floor or ceiling with nails, staples, tape or any other substance.
- 6. Permittee agrees not to stage any act or performance in which fire or flame is involved without first seeking written permission from the Fire Prevention Bureau of the City of Duluth.

- 7. The DECC will use its best efforts to accommodate the Permittee with specified rooms, however, should the circumstances warrant, the DECC reserves the right to move the event from one room to another. Advance notification will be made should this situation arise.
- 8. The DECC is a smoke free building. We request that only designated outside areas be used.
- 9. Permittee shall indemnify and hold the DECC harmless of and free from any and all loss, damage, or injury to any person or persons, whomsoever, or property arising from the use of described facilities.
- 10. Insurance is required for any group over 500 people or when the event is open to the public. Permittee agrees to obtain, at its own cost and expense, public liability insurance in the sum of not less than \$500,000.00 for each person injured or killed, and not less than \$1,000,000.00 for the injury or death of two or more persons in any one occurrence, and property damage in the sum of not less than \$100,000.00 for each occurrence. All policies of insurance shall name the City of Duluth and The Duluth Entertainment Convention Center Authority as additional insured and shall contain a provision that such policy shall not be canceled without thirty (30) days written notice to the Duluth Entertainment Convention Center Authority. Permittee shall, at the time of the execution of this agreement, furnish the DECC with a copy of said policy or policies, or a certificate or certificates that such insurance has been issued.
- 11. The DECC is the official exhibit decorator for the Duluth Entertainment Convention Center. The DECC agrees to receive display materials one week prior to the opening of any show. The DECC will utilize reasonable efforts to secure and safeguard said display items while in storage. However, the Permittee shall be fully responsible for such materials while in storage.
- 12. This contract shall be binding by the DECC and the Permittee, its successors or assignees. The Permittee and the DECC agree that the DECC will not be liable for non-performance of this contract when non-performance is attributable to events beyond reasonable control of the DECC such as acts of God, national emergencies, and inoperable building conditions.
- 13. Permittee shall not assign or transfer this agreement, or sublet any portion thereof, without the written consent of the DECC. The Permittee herein is an independent contractor and not the agent or employee of the DECC.
- 14. The DECC reserves the right to refuse the sale or distribution of any or all novelty items or merchandise which the DECC deems offensive or objectionable.
- 15. The DECC will provide standard room-set per room used, public address system, heat, light, ventilation, air conditioning, building maintenance, janitorial services and building attendant.
- 16. The City represents, to the best of its knowledge, that the Duluth Entertainment Convention Center meets applicable requirements of the Americans with Disabilities Act (ADA) of 1990 and will hold harmless the Permittee from any claims of violations or non-compliance with the ADA that are beyond the control of the Permittee.
- 17. The DECC is the official decorator for the installation of exhibit booths, decorations, etc. The DECC and Permittee shall enter separate contract for decorator and convention services. You are welcome to bring in free of charge, any custom booths and custom items from your decorator. However, if they are standard items that we could supply Permittee agrees to pay 50% upcharge on services of any outside decorating firm on what our current year prices would have been. Permittee shall be responsible to Executive Director for any damage to building through erection of such booths or decorations. The DECC agrees to receive display material and equipment one week prior to the opening of any show, however, the Permittee shall hold full responsibility for such material while in storage. The DECC, its employees, or its assigns shall install all electrical outlets and cables to the booth area at the specified rates as established in Electrical Order Form. Permittee agrees to compensate the DECC for any loss of equipment or damage to any wiring, from any cause, to furnish the Permittee the use of the facilities herein described. Permittee further agrees to reimburse the DECC for any loss of equipment or damage to any wiring, from any cause, during the running of the show excepting that of natural wear of the electrical equipment. The DECC shall furnish the Permittee an inventory of such equipment at time of installation.

IN WITNESS WHEREOF, the DECC has caused these presents to be signed by its Executive Director or Authorized Representative, and the Permittee has executed the same the day and date first written.

Dated this 22nd day of January, 2014

DULUTH ENTERTAINMENT CONVENTION CENTER

Ву:	
-	Executive Director
	Duluth Entertainment Convention Center
	(DECC)
	/
	WCHanson
	Permittee Signature
	CFO
	Permittee Title
	/ / .
	1/28/14
	Date



Plymouth, MN 55442 763.559.0705 galenerickson@comcast.net 11835 45th Ave North

VIDEO PRODUCTION PROPOSAL/CONTRACT

Date: January 12, 2013

12183368841

To: Jill Lofald

Re. Duluth Speech Team promotional video

Thanks for the opportunity to discuss this project. I am confident that New Horizon Productions, Inc. can do an excellent job in meeting your needs.

Project: Location videography in Duluth, MN. Documentary video presentation for Duluth Denfeld High School Speech Team. Video will feature complete coverage of the 2013 Denfeld Rotary annual event and interviews with students and staff. Duluth landmarks will also be featured. (non-profit customer rates)

Format. High Definition digital video shot with AVCHD format professional cameras. Digital high-definition editing. Output in any format desired: BluRay, DVD, WMV, QT, Flash, etc. No additional charge. YouTube placement for proofing.

Copyright: All original material and copyrights to customer.

Travel: Travel in the Twin Cities metropolitan area is without charge. Location shooting travel expense is billed at cost. (Hotel, airfare, car, etc.) Distant location photography is only billed at the full day rate.

Location videography

\$1000.00

At job sites, plant, etc. as necessary Additional hours beyond 8 hr. day

\$NC

Script, research

\$NC

Video Editing, graphics creation Additional editing as required Music usage fees

\$900.00

\$NC \$NC

Travel - Airfare, hotel, food,

baggage fees, car rental, etc.

\$NC

Total

\$1,900.00

Thanks,
Galen Erickson
Galen Erickson (signed)
New-Horizon Productions, Inc.
Cell: 612.310.9099

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auson

| |30 |14

To: Bill Hanson

From: Jill Lofald

Please find attached a contract that the Duluth Speech Team embraced to create a team video. I was not aware that something over \$500 needed approval.

The funds for this product are in place and we are awaiting approval from your office so we can pay this bill.

Thanks for your help in this matter.

JIIN of ald

penfeld English, Communication and Speech Teacher

Head Speech Coach

x. 200

it Jofald@duluth.k12.mn.us



Duluth Public Schools Special Services Department 215 N 1st Ave. E Duluth, MN 55802 218-336-8744 Fax: 218-336-8775

CONTRACT FOR PURCHASE OF SPECIAL EDUCATION SERVICES

This contract, entered into this day <u>December 20, 2013</u> by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and <u>University Nursery School</u> (hereafter referred to as the AGENCY) witnesses that:

WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in <u>Contract of the School Sc</u>

Whereas the AGENCY is duly qualified to perform these services for preschool program as determined by student's IEP team.

NOW THEREFORE, the parties agree as follows:

- 1. The AGENCY shall provide the following services:

 Preschool programming for for four (4) hours a day, two (2) days per week, when Duluth Public School is in session.
- 2. The AGENCY shall perform these services at: <u>University Nursery School</u>, 835 W College <u>Street</u>, <u>Duluth</u>, <u>MN</u> 55811.
- 3. The approximate date the service will begin is <u>November 6, 2013</u>, and shall not extend beyond <u>May 30, 2014</u>; the contract not to exceed a total of <u>twenty-four (24)</u> weeks of service and a total cost of \$1,645.00.
- 4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: *Upon receipt of monthly/quarterly billing statement*.
- 5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows:

 <u>Supervision will be provided by the Special Education Director located in the Special Services Department.</u>

 <u>Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15th of each month for the preceding month.</u>
- 6. Either party may terminate this agreement as follows: Thirty (30) days written notice or upon mutual agreement.
- 7. Both parties agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

Duluth
Public Schools

Duluth Public Schools Special Services Department 215 N 1st Ave, E Duluth, MN 55802 218-336-8744 Fax: 218-336-8775

Page 2 - Contract for Purchase of Special Education Service

SIGNED:		•
Manc of Agency Nowser 4	School	
Name of Agency 1115 North Lake auc	Auleth.	
Address of Agency		
Harhleen Das		
Authorized Agent Signature		
Date_ 1- 14_ 14	- . 0.	
	H	+ + + = = + = + = + = + = + = + = + = +
INDEPENDENT SCHOOL DISTRICT #709 Duluth, Minnesota C.F.O. Executive Director of Business Services Date 1/30/14		••••••
Special Services Department 215 N. 1st Ave. East Duluth, MN 55802 Saura Freduckson Director	ala.	
Date 1-15-14	·	· .

FIRST AMENDMENT TO LEASE

This is the First Amendment to Lease dated January 6, 2012, by and between MIDWEST COMMUNICATIONS, INC, a Wisconsin corporation with offices at 904 Grand Ave, Wausau, Wisconsin 54403 ("Midwest") and Duluth Public School District ("User").

RECITALS

- A. Midwest and User entered into a lease on January 6th, 2012.
- B. Midwest and User desire to extend the term of, and otherwise modify, the Lease as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements of the parties hereinafter set forth, the parties hereto agree as follows:

- 1. <u>Extension of Term</u>. Notwithstanding any provision of the Lease to the contrary, the term of the Lease is hereby extended to December 31, 2018.
- 2. <u>Extension Term Rent</u>. Commencing March 1, 2014, the monthly rental due under the Lease shall be \$340 per month.
- 3. Options to Extend. Notwithstanding any provision of the Lease to the contrary, Midwest hereby grants to User one (1) option to extend the term of this Lease for a five (5) year period on the same terms and conditions provided herein, except that upon the commencement of such optional extension term, monthly rental due under the Lease shall be increased by \$20 over the monthly rental amount due during the prior term. Lessee may exercise this option to extend by providing Lessor written notice of such exercise at least 30 days prior to the expiration of the then current term.
- 4. Except as otherwise provided herein, the Terms, Conditions, Covenants, and remaining Guarantees of the Lease are hereby ratified and affirmed, and shall continue in full force and effect.
- 5. This First Amendment to Lease may be executed in counterparts, all of which together shall constitute one and the same agreement. Further, each party hereto agrees that the page hereof containing such party's original signature may be detached from a counterpart hereof and reattached to any other counterpart hereof. Additionally, this First Amendment to Lease may be executed by the facsimile or scanned copy of the signature of any party hereto, it being agreed that the facsimile or scanned signature of any party hereto shall be deemed an ink-signed original for all purposes. Notwithstanding the validity of the facsimile or scanned signatures, each of the parties agrees within seven (7) days of the signing of this instrument to provide the other parties with their original ink-signed counterparts, if so requested.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease as of the date first above written.

LANDLORD:

MIDWEST COMMUNICATIONS, INC.

Paul Rahmlow, CFO

TENANT:

DULUTH PUBLIC SCHOOL DISTRICT

By: Manson



Retirement planning for employers

January 31, 2014

Mr. Jody LeBlanc Duluth Independent School District No. 709 215 N. First Avenue E. Duluth, MN 55802-2069

Re: Engagement Letter - Duluth Public Schools Actuarial Valuation for GASB

Dear Mr. LeBlanc:

Thank you for the opportunity to provide actuarial services for the Duluth Public Schools. The purpose of this letter is to explain the terms, conditions and fees for our engagement. If these are acceptable to you, please have an authorized person from your District sign and return one copy of this letter to confirm our engagement. As we discussed yesterday, we will send a data request as soon as we receive a signed engagement letter.

Scope of the Engagement

FEE PROPOSAL

GASB 45 Actuarial Valuation:

\$8,500 for the actuarial valuation of the retiree medical

benefits*

GASB 16/27 Actuarial Valuation:

\$3,300 for the actuarial valuation of the severance

benefits

* Includes: valuation report, phone calls, and discussions with auditors. School Board meetings are not included in the above fees and will be based on time and expense, plus travel time at half our hourly rates.

Extra time to work with incorrect or incomplete data, or data that is not provided in the requested format, will be billed at our hourly rates. We will notify you in advance of any additional data charges and work with you to avoid such charges.

Page Two January 31, 2014

Additional services requested by the District will be billed at our normal hourly rates. In 2014, those rates are:

Analysts (most of the time involved)
Consultants (planning, review, communication)

\$105-195 \$290

Travel time, if any, will be billed at 50% of our regular rates. Out of pocket printing, licensing or miscellaneous expenses will be passed on to you without markup. We do not anticipate any non-personnel costs.

The fees for subsequent years will be based on estimated hours to complete the project times hourly rates for that year. If you request, we will provide new fee quotes in subsequent years.

Bills are sent as often as monthly, and your payment is due within 30 days of the invoice date. Interest will accrue on the unpaid balance at the rate of ½% per month. If we receive your payment within 30 days, the interest will be waived.

You have the right to terminate our services at any time, subject to payment of accrued charges for work we have done through the date we receive notice. We will have the same right of termination (including termination for non-payment of fees and expenses), subject to our obligation to give your firm reasonable notice.

We trust that this letter satisfactorily outlines our services and fees. If you have any questions, please feel free to contact me. We look forward to working with you, and will send the data request upon receipt of this signed letter.

Sincerely,

Bruk M. Awy

Brenda K. Hardy, ASA Consulting Actuary

L/D/C/R:2/bh/gg

Acknowledgment and Consent

The undersigned authorized employee of Duluth Public Schools has read this letter from Van Iwaarden Associates, understands its contents, and agrees on behalf of the District to the terms, conditions and fees set forth above.

Date: JAW. 31, 2014	Duluth Public Schools By: Hauson
	Title: CFO

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of November, 2013, by and between Independent School District #709, a public corporation, hereinafter called District, and Lisa Mitchell-Krocak, 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

Dates of Service. This Agreement shall be deemed to November 1st 2013, and shall remain in effect until June 1st 2014, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

Performance. Facilitate Restorative Conversations, alternatives to suspension, as staff development to the Area Learning Center staff and administration.

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

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

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 \$2,000. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.

Requests for Reimbursement. The terms of payment under this Agreement are

as follows:

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

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

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

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

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

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

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

business license fees as required.

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.

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 Adrian Norman, 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 c/o Lisa Mitchell-Krocak 4280 Charles Rd. Duluth, MN 558-03.

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.

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

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.

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

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

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

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.

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.

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.

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

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

<u>District Employee</u>

Position

William Hanson

Director of Business Services

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

<u>District Employee</u>

Position

Adrian Norman

Administrator ALC

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

is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards; should be rejected or modified;

if the work should be performed in a different manner and whether other work

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
	Gisa Mitchell Krocak
Chair	Ву
Clerk	Title
adria / Coma 11-1-13	
Program Director	Taxpayer Identification Number
WCHauson 1/31/14	
Director of Business Service	