

PARKING LOT USE AGREEMENT

THIS AGREEMENT made as of the 4th day of September, 2018, by and between The Duluth Congregational Church, Minnesota, a non-profit corporation, CHURCH, and Independent School District No. 709, a public corporation under the laws of the State of Minnesota, DISTRICT;

WITNESSETH, that in consideration of the rent reserved herein and the mutual covenants and conditions contained herein, the Parties agree as follows:

1. The Church hereby agrees, and District hereby accepts and takes, without any obligation on the part of the Church to make any improvements, the shared use of up to forty-five (45) parking spaces in the parking lot located at 3833 East Superior Street.

2. The term of the Agreement shall be from September 4, 2018 until June 6, 2019 or until terminated by either party upon 60 days written notice.

3. As and for payment for the above described shared use, District agrees to pay the Church a reimbursement of the cost of operating and maintenance of the parking lot which cost is agreed to equal the sum of TWO THOUSAND SEVEN HUNDRED TWENTY DOLLARS (\$2,720.00) for the full term of the Agreement.

4. Church warrants that it has good title to the above described premises and has the right to enter into this joint use agreement, and that so long as District is not in default under this Agreement, the District will be entitled to quiet and peaceful enjoyment of the parking lot premises and shall not be disturbed or interfered with by Church or by any person claiming by, through or under the Church.

5. By entering into this Agreement, District shall not be liable for the payment of any taxes, assessments or other impositions imposed upon said lands, District's liability being solely that for the payment of cost described herein above.

6. Upon the termination of this Agreement through forfeiture or through lapse of time or any other means, District shall surrender its use of the above described premises to Church in as good a condition as received, reasonable wear and tear excepted.

7. District shall name the Church as additional insured upon its policy of liability insurance, and to the extent of such insurance and to the limits therein provided, or to the limits set forth in Minnesota Statute §466.04, whichever limits are greater, agrees to indemnify and save Church harmless from any claims, demands, actions or causes of action arising out of District's use and occupancy of said premises.

8. The use of said parking lot shall be for the shared use of the Church and District from 7:00 a.m. until 5:30 p.m. on weekdays during the term of this Lease. At other hours and times, the Church shall be entitled to the exclusive use of said premises.

9. The use of said parking lot shall be designated for the exclusive use of the Church on occasion during the period of 7:00 a.m. until 5:30 p.m. on weekdays during the term of this Agreement for the purposes of conducting funerals or other special events by the Church providing at least 24 hour advance notice to the District (East High School Principal).

10. The District agrees that during the term of this Agreement it will provide labor to monitor, pick up and dispose of refuse left in the lot by the District's users during the period from 7:00 a.m. until 5:30 p.m. on weekdays during the term of this Agreement.

11. The District agrees to manage the use of the Church Parking Lot by the District's students and/or other users authorized by the District, thru the issuance of parking permits that shall be visibly displayed in each vehicle that is authorized by the District to park in the lot according to the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CHURCH:

THE DULUTH CONGREGATIONAL CHURCH

BY: Mark R Brown 08/16/2018

Mark Brown, Church Moderator

DISTRICT:

INDEPENDENT SCHOOL DISTRICT NO. 709

BY: William Gronseth

William Gronseth, Superintendent

MEMORANDUM

TO: William Gronseth

FROM: Jason Barsness, Coordinator of Health, Safety & Environmental Management

DATE: August 14, 2018

RE: **Contract for Neutralization Tank Service – East and Denfeld High Schools**

The attached contract between ISD 709 and The Retrofit Companies, Inc. is for service to the neutralization tanks at East and Denfeld. The tanks have the potential to contain hazardous materials and are required to be cleaned and have the media replaced.

Attached for your signature please find two (2) copies of the contract between ISD 709 and The Retrofit Companies Inc. for the tank service. After review, please sign and return to the Facilities Management office for processing.

If you have any questions, please contact me at extension 3240.

Thank you.

cc: Dave Spooner

AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of August 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and The Retrofit Companies, 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 the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 14, 2018, and shall remain in effect until the 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.** Perform neutralization tank cleaning, waste disposal, and limestone replacement as referenced in Quote #4300 for three (3) neutralization tanks at East High School and one (1) neutralization tank at Denfeld High School. Project Base Quotation time and materials not to exceed \$13,352.14.

Add Alternate #1: If the waste characterization testing shows the material to be hazardous an additional \$850 shall be added revising the not to exceed amount to \$14,202.14.

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;
3. Contractors Insurance Policy;
4. Asbestos Containing Materials Acknowledgment Form; and
5. Any other documents identified by ISD 709.

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 \$13,352.14 or with Add Alternate #1 \$14,202.14.

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.

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, or to seek other damages.

7. **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.

8. **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.

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 Jason Barsness, 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 The Retrofit Companies, Inc. 1010 Hoffman Drive, Suite A Owatonna, MN 55060.

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 without regard to conflict of laws considerations.

14. **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 vendor requirements apply to this Contract, 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.

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

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

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

18. **Insurance.** 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:

19. **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.

20. **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 listed as the certificate holder and 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 \$1,500,000.

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

22. **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
William Gronseth

Position
Superintendent

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

District Employee
Jason Barsness

Position
Safety Coordinator

23. **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. 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 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.

24. **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.

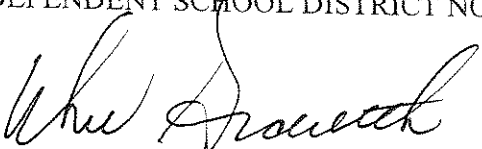
At the option of the District, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this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

THE RETROFIT COMPANIES



Superintendent

By

Title

AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of August 2018 by and between Independent School District #709, a public corporation, hereinafter called District, and Krista Harju 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 2, 2018, and shall remain in effect until June 30, 2019 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.** (see attachment)
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 \$20,000. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
4. **Requests for Reimbursement.** Contractor shall request reimbursement on a monthly basis. This invoice must be submitted within 10 days of the end of the month 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 ISD 709/Duluth Preschool, 215 N. 1st Ave. E. Duluth MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 5870 Highway 2, Duluth MN 55810

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

na
Chair

Rusta Hargis
Name

na
Clerk

Mental Health Consultant
Title

Deborah M. Puer
Program Director

Taxpayer Identification Number

John Smith
Director of Budget and Finance Superintendent

Duluth Head Start Mental Health Consultant Responsibilities

Contract Purpose

The Mental Health Consultant (MHC) provides consultations to staff and parents, and observations and written reports of individual and groups of children to the classroom staff and Disabilities/Mental Health Coordinator in order to promote the social and emotional well-being of children in Head Start.

Contract Requirements

1. The MHC will complete behavioral health observations and submit subsequent written reports for children referred by the D/MH Coordinator in order to:
 - a. Provide informal behavioral health assessment information for child either with an elevated ASQ: SE and indication from the teacher that there are behavioral concerns in the classroom; or report from the teacher that the child's behavior is not responding to strategies from the Head Start Behavior Guidance Policy.
 - b. Schedule follow up meetings with classroom staff and parent(s) to talk about findings from the observation and offer suggestions and strategies for helping the child function more successfully in the classroom (and/or at home.) (Child Action Plan)
 - c. Consult with D/MH Coordinator to refer children/families as needed for further mental health assessments either through community mental health services or Early Childhood Special Education, ISD #709
2. The MHC may be asked to re-visit the classrooms a few weeks after the initial observations in order to:
 - a. Re-look at the child and identify changes in classroom behavior.
 - b. Provide follow-up information to the teacher and family advocate that can be shared with parents.
3. The MHC will occasionally be asked to make whole class observations and submit subsequent written reports in order to look at group dynamics and other issues when several children have behavior issues. (Classroom Action Plan). The MHC will follow up with a meeting with the classroom team to devise strategies and discuss relationship issues within the team and within the group.
4. The MHC will consult with Family Advocates on an as-needed basis to assist them in working with parents who have concerns about their children's behavior.
5. The MHC will meet with the Head Start Director and/or D/MH Coordinator regularly to:
 - a. Assess the efficacy of the Classroom Observation model in terms of meeting individual child and family needs and to identify possible changes and adaptations as needed.
 - b. Identify other needed services for Head Start and make plans to develop them, such as training staff, attending mental health workshops, or providing input into the MH Service Plan and PIR for Duluth Head Start.

PURCHASE OF SERVICES AGREEMENT

THIS AGREEMENT entered into between **INDEPENDENT SCHOOL DISTRICT Duluth, #709**, hereinafter referred to as "**ISD 709**", and **Phyllis Hauck**, hereinafter to as "**Contractor**".

RECITALS

The parties hereto recite and declare:

- A. **ISD 709** is a legal entity created and established pursuant to Minn. Stat. §471.51 having the status of an independent school district with a purpose and mission to provide services and programs within the geographical limits and boundaries of its members.
- B. **Contractor** is an independent contractor which provides vision services.
- C. **ISD 709** seeks outside services to assist in meeting the needs of children with vision needs articulated on their Individual Education Plans.
- D. **Contractor** is qualified to provide such services to **ISD 709** and is interested in providing those services.
- E. **ISD 709** desires to purchase and obtain the necessary services from **Contractor**.
- F. The parties desire to set forth the terms and conditions of their relationship in written form.

NOW, THEREFORE, FOR THE REASONS SET FORTH ABOVE, AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES OF THE PARTIES HERETO, THE PARTIES COVENANT AND AGREE, AS FOLLOWS:

I. DURATION OF AGREEMENT

This agreement shall commence on July 1, 2018 and continue in full force and effect through June 30, 2019, unless terminated, extended, or modified by mutual agreement.

II. DESCRIPTION OF WORK TO BE PROVIDED BY Contractor

Contractor shall provide **ISD 709** with the professional services set forth in Exhibit A which is attached hereto and made a part hereof by this reference.

III. COMPENSATION

ISD 709 shall pay to and compensate **Contractor** the \$50 (fifty) per hour based on documented time providing services such as those identified in Appendix A. In addition, **Contractor** shall be reimbursed for mileage at the district rate. **Contractor** shall be responsible for completing and turning in the appropriate paperwork and forms necessary to be paid by **ISD 709** and **ISD 709** shall issue a 1099 to **Contractor** in accordance with Internal Revenue Service regulations and requirements. UP to \$13,000

Jason Dean
8/31/18

IV. RELATIONSHIP OF THE PARTIES:

A. The parties intend that **Contractor** be an independent contractor in conjunction with providing the services identified herein. The overall conduct and control of the services under this agreement shall lie with **Contractor**. However, **Contractor** agrees and represents that he/she shall perform said services in accordance with approved methods and procedures for such services, and in conformity with federal, state law, rule and policy, and, in addition, any grant requirements.

B. **Contractor** is not to be considered as agents or employees of **ISD 709** for any purpose, and **Contractor** will not be entitled to any rights or benefits from **ISD 709** nor to any compensation or benefits other than that which are set forth herein.

V. COMPLIANCE WITH POLICIES AND PROCEDURES

A. **Contractor** agrees to fully comply with all policies and procedures of **ISD 709** and its programs. Any deficiency, failure, or refusal on the part of **Contractor** with regard to compliance with the policies and procedures of **ISD 709** and its programs shall be brought to the attention of **Contractor** both orally and in written form. **Contractor** agrees that he/she shall be subject to site direction, instruction and reporting obligation to the person(s) appointed or delegated by **ISD 709** to provide overall supervision of **Contractor**.

B. **Contractor** agrees he/she shall conform to, and comply with, all federal and state laws dealing with the release and dissemination of data.

C. **Contractor** agrees and represents that he/she will not perform any of the services contemplated and intended by this agreement after having used or consumed any beverages containing alcohol, illegal drugs, or after misusing prescription drugs.

VII. TERMS TO BE EXCLUSIVE:

A. The entire agreement between the parties with respect to the services provided hereunder is contained in this agreement.

B. The provisions of this agreement are for the benefit of the parties hereto and not for the benefit of any other person or legal entity.


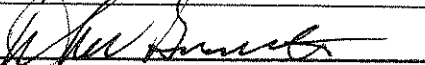
VIII. WAIVER OR MODIFICATION OF TERMS.

No waiver, alteration or modification any of the terms and provisions of this agreement shall be binding unless in written form and signed and executed by the authorized representatives of the parties hereto.

IX. REPRESENTATION OF AUTHORITY TO SIGN.

Each party represents and warrants that the person(s) signing and executing this agreement on its behalf has been properly authorized to do so by the governing board of each entity, and that such action taken is consistent with its own by-laws, rules, procedures, and in accordance with the laws of the state of Minnesota.

"ISD 709":
INDEPENDENT SCHOOL DISTRICT NO. 709

By  Date 8/31/18
 8/31/18

"Contractor":

By _____ Date _____
Phyllis Hauck
Contractor

Exhibit A - Phyllis Huck

Provider shall provide vision services as needed and requested by School District to service School District's programs and sites. These services shall include, but are not limited to, the following: direct and indirect student contact time as stated in IEP, classroom consultation, parent contact and conferences, staffing and team meetings, home programs, evaluations, specialized programs for groups, in-services when required by the school district, make-up of sessions missed by Provider but not by Student, if possible, and record keeping including the following: IEP's and evaluation reports, staffing reports, and progress reports. This also includes any other services that would be necessary to carry out the aforementioned and as requested by School District.

AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of July, 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Ken Willms 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 or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 30, 2018, and shall remain in effect until August 15, 2018, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Completion of Pupil Transportation reporting to MDE.

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 \$42.05/hourly or \$5,000 in total. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: William Gronseth, 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 (mailing address with zip) Ken Willms See page 3

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.

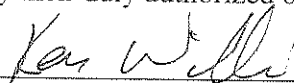

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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.

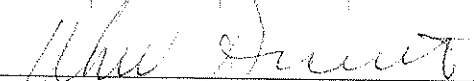
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under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

		<u>8-6-18</u>
Contractor Signature	SSN/Tax ID Number	Date
		<u>8/6/18</u>
Program Director		Date

Please note: All signatures *must* be obtained AND the following *must* be completed by Program Director before submission to the CFO for review and Approval. This contract is funded by the following budget (include full 16 digit code):

03	760	013	720	000	130500
XX	XXX	XXX	XXX	XXX	XXXXXX

	<u>8/16/18</u>
CFO/Executive Director of Business Services/Superintendent of Schools	Date

685 County Rd 8 Holyoke, MN 55749

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 15th day of August, 2018

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND -

Ken Willms

OF THE SECOND PART

Background:

- A. Independent School District No. 709 and Ken Willms (the "Parties") entered into the contract (the "Contract") dated August 6, 2018, for the purpose of Completion of Pupil Transportation reporting to MDE.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
- C. This Agreement is the first amendment to the Contract.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Amendments

1. The Contract is amended as follows:
 - a. Dates of Services. Original effective dates of the Contract were July 30, 2018 through August 15, 2018. This amendment would extend the length of the contract through September 30, 2018.
 - b. Performance. In addition to Pupil Transportation to reporting to MDE, other duties as assigned.

No Other Change

2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

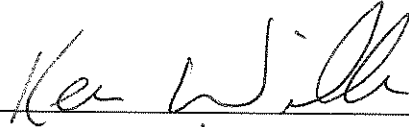
Miscellaneous Terms

3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

Governing Law

4. Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Minnesota, without regard to the jurisdiction in which any action or special proceeding may be instituted.

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

8-15-18

Date

Please note: All signatures *must* be obtained AND the following *must* be completed by Program Director before submission to the CFO for review and Approval. This contract is funded by the following budget (include full 16 digit code):

03	760	013	720	000	130500
XX	XXX	XXX	XXX	XXX	XXXXXX



Program Manager

Date



CFO/Superintendent

8/15/18

Date

**PURCHASE OF SERVICE AGREEMENT
FOR THE TRANSPORTATION OF CHILDREN AND YOUTH
IN FOSTER CARE PLACEMENT**

THIS AGREEMENT is made and entered into between ST. LOUIS COUNTY, 320 West Second Street, Duluth, Minnesota 55802, hereinafter referred to as "County," and, Independent School District (ISD) #709, 3200 W Superior St., Duluth, MN 55806, hereinafter referred to as "District", for the period of July 1, 2018 to June 30, 2019.

WHEREAS, the County, through its Public Health and Human Services Department (PHHS) has identified a certain population of foster children in need of transportation services; and

WHEREAS, the parties desire for the District to provide certain transportation services for students in foster care placement under the terms and conditions hereinafter set forth;

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act (ESSA), youth placed in a foster care placement will remain enrolled in their school of origin, unless a determination is made that it is not in their best interest. Best interest factors include timeliness, consideration of the appropriateness of the current educational setting and the proximity to the school in which the child is enrolled at the time of placement.

WHEREAS, the term foster care is defined as 24-hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions and pre-adoptive homes. This definition is consistent with the Fostering Connections Act (45 CFR 1355.20).

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act, the District is required to collaborate with child welfare agency to develop and implement procedures for how transportation for youth in foster care will be provided, arranged and funded, including the use of child welfare funding to cover costs for such transportation provided by the District and County agree to share the costs of the transportation. This agreement outlines the developed agreement about shared costs of transporting youth in foster care to and from school.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, it is agreed by and between the parties hereto as follows:

1. TERM:

The term of this Agreement shall be in effect from July 1, 2018 to June 30, 2019

2. EDUCATIONAL PLACEMENT DECISIONS:

County is responsible for determining appropriate education placement and the presumption should be that the child will remain in the school of origin to provide school stability and educational continuity for the child, unless contrary to the child's best interests. When possible, County will consult with the district liaison or a representative of the school in which the child is currently enrolled when determining the child's best interests with regard to educational placement.

3. BEST INTEREST FACTORS:

When considering placement the following best interest factors should be considered:

1. The student's age; and
2. The school attended by the student's siblings; and
3. Length of time student is expected to remain at the current placement and the possible location of housing intended to be long-term; and
4. Distance of commute and the impact it may have on the student's education and other student-centered, transportation-related factors, including travel time; and
5. The preferences of the student, the birth parents or prior custodians as appropriate, and the students foster care parent(s) or current placement provider; and
6. School stability and educational continuity; and
7. Time remaining in the academic year; and
8. Personal safety, attendance, academic progress and social involvement of the students in the current school; and
9. The impact transferring the student to a new school may have on his or her needs and progress academically, emotionally, socially and physically; and
10. Availability of classes to avoid credit loss and for timely graduation or promotion; and
11. Documentation of the best interest determination shall be maintained in the County case file and student's cumulative record.

4. SERVICES

Transportation Services will be provided by the District in the following manner: A transportation plan for which student will be determined by the district's county's point of contact. A form will be developed that states the individual's transportation plan that is shared with both points of contact.

- 4.1 Students who are able to be transported to school on an existing route: When feasible, students placed in foster care will be transported to school on an existing bus route. Feasibility considerations will include the location, length of bus ride, space available on the route and availability of any needed accommodations. District will cover the associated costs.
- 4.2 Students who have an IEP indicating the need for specialized transportation: If students are residing and attending school within the District, the District will assume costs required for transporting the student to school. District will cover the associated costs.
- 4.3 Students who are unable to be transported on an existing route: If a route does not exist or is not a feasible option for the student placed in foster care, the District will negotiate with County to determine the best possible means of transportation. The District and County will share the transportation costs.
- 4.4 Students residing in a foster care placement outside of District boundaries, but attending a District School: If students are residing in a foster care placement outside of District boundaries, but are attending school within the District, transportation will be arranged by the District. The District will negotiate with County to determine the best possible means of transportation. The District and County will share the transportation costs.
- 4.5 Students placed in foster care within District and attending a non-ISD # 709 area schools: The District will bear no financial responsibility for this student. County and the School District where the student attends are expected to make arrangements for transportation and the associated costs.

5. PAYMENT FOR SERVICES:

5.1 The District and County agree to split the costs of the transportation as outlined in Section 4.3 and 4.4, including but not limited to staff time and third party carriers as appropriate. Mileage reimbursement is to be set at the current IRS rate. All transportation costs identified in this agreement are to be split equally; the District and the County agree to each assume pay 50% of the costs unless the need is approved under section 5.3.

5.2 County will identify a point of contact from the agency to work directly with the district liaison to ensure transportation arrangements are timely and authentic. All transportation requests by the County point of contact are to be honored. The point of contacts are listed in sections 13.1 and 13.2.

5.3 Transportation services will be provided by the District and its contracted transportation providers, when possible. If due to extenuating circumstances a driver or vehicle is unavailable, upon approval, County will be responsible for transportation of the student placed in foster care until a service can be identified.

5.4 The County will bill the District directly for arrangements that meet provisions 4.3 and 4.4.

5.5 The District will submit itemized invoices to the County on a quarterly basis. The invoices will detail each trip provided by the District, the total time for each trip and the associated charge (50% of total cost).

5.1.1 Billing should be submitted to:
Lisa King, Business Services Supervisor
St. Louis County
Public Health and Human Services
Business Services, Government Services Center
320 West 2nd Street, Room 401
Duluth MN 55802-1495

5.6 Payment shall be made within 30 days of receipt and approval of the invoice.

5.6.1 Payment questions can be directed to Lisa King, Business Services Supervisor, 218-726-2153, kingl@stlouiscountymn.gov.

5.7 In situations where transportation is being funded by County, point of contact will notify the district liaison when foster care placements end.

6. DISPUTE RESOLUTION:

6.1 It is the responsibility of County and the District to collaborate in determining the child's best interest for school transportation and to resolve any conflicts. Whenever possible, the parties will attempt to informally resolve any dispute involving the best means and costs of transportation of a child in foster care.

6.2 County and the District will pursue the formal dispute resolution procedures below when informal resolution is not possible, or when informal resolution would result in disruptions to the child's education.

6.3 To formally dispute a decision regarding transportation for a student in foster care the following steps should be taken:

6.3.1 The process for resolution between the two parties requires a written explanation of the conflict from the disputing party within 24 hours.

6.3.2 Upon receipt of the explanation, the decision will be reviewed by the District and the Division Director of Children and Family Services (CFS) of County. Input will be reviewed from all parties and a decision by the Division Director of CFS of County will be communicated within three business days. A decision could be made to uphold the decision, reverse the decision or require the parties to participate in a decision making team meeting.

6.3.3. CFS Division Directors of County:

Northern St. Louis County PHHS
Paula Stocke
218-471-7178
StockeP@stlouiscountymn.gov

Southern St. Louis County PHHS
Holly Church
218- 725-5161
ChurchH@stlouiscountymn.gov

6.4 County will determine the placement of the child until the dispute resolution process has concluded. During this time the transportation costs will be divided equally between the District and County.

6.5 If disagreement on school transportation remains, guidance from the Minnesota Department of Education will be requested.

7. PROVIDER NOT AN EMPLOYEE:

It is agreed by the parties that at all times and for all purposes herein, District and its subcontractors are independent providers and not employees of County. No statement contained in this Agreement shall be construed so as to find the District shall be entitled to none of the rights, privileges, or benefits of County employees except as otherwise stated herein.

8. INDEMNIFICATION:

Each party shall be liable for its own acts and the acts of its representatives to the extent provided by law and hereby agrees to indemnify, hold harmless, and defend each other, its officers, employees and volunteers against any and all liability, loss, costs, damages, expenses,

claims or actions, including attorney's fees which the others, its officers, employees and volunteers may hereinafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Party, its agents, employees or volunteers, in the execution, performance, or failure to adequately perform its obligation pursuant to this Agreement.

9. TERMINATION OF CONTRACT:

Either party may terminate this Agreement, with or without cause, upon a thirty (30) days written notice to the other party.

10. STANDARDS:

The District and County shall comply with all applicable State statutes and regulations as well as local ordinances and rules now in effect or hereafter adopted.

11. DATA PRACTICES:

All data collected, created, received, maintained, or disseminated for any purposes by the activities of the District or County because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

12. AMENDMENTS:

This agreement may be supplemented, amended or revised only in writing by agreement of both parties.

13. NOTICES/COMMUNICATIONS:

All notices and communication pursuant to this Agreement will be directed to the PHHS point of contact (POC):

13.1 Northern St. Louis County

Dave Schunk, CFS Supervisor
218- 471-7156
SchunkD@stlouiscountymn.gov

13.2 Southern St. Louis County

Kathy Bergum, CFS Supervisor
218-726-2242
bergumk@stlouiscountymn.gov

13.3 ISD #709, main contact

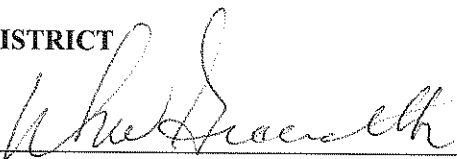
Katie Danielson, Family in Transitions (FIT) Coordinator
218-336-8700 x3345
Katie.danielson@isd709.org

13.4 ISD#709, secondary contact

Dr. Darren Sheldon
Principal, Lakewood Elementary School
Federal Programming Coordinator, ISD #709
218-336-8870 ext 1011
darren.sheldon@isd709.org

IN WITNESS WHEREOF, County and Provider agree to be bound by the provisions of this Agreement, said Agreement being effective from July 1, 2018 through June 30th, 2019.

DISTRICT



Superintendent

Date: 8/15/18

COUNTY

Keith Nelson
Board Chairperson

Date: _____

Linnea B. Mirsch
Public Health & Human Services Director

Date: _____

Donald Dicklich
Auditor

Date: _____

Approved as to form and execution:

Benjamin M. Stromberg
Assistant County Attorney

Date: _____